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सं. 38] नई दिल्ली, सितम्बर 17—सितम्बर 23, 2017, शनिवार/भाद्र 26—आश्विन 1, 1939
No. 38] NEW DELHI, SEPTEMBER 17—SEPTEMBER 23, 2017, SATURDAY/BHADRA 26—ASVINA 1, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक् संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 12 सितम्बर, 2017

का.आ. 2200.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री अंजुलि चिब दुग्गल के स्थान पर श्री राजीव कुमार, सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, भारतीय स्टेट बैंक के केन्द्रीय निदेशक मंडल में निदेशक के रूप में नामित करती है।

[फा.सं. 7/2/2012-बीओ-1]

ज्ञानोत्तम राय, अवर सचिव

MINISTRY OF FINANCE**(Department of Financial Services)**

New Delhi, the 12th September, 2017

S.O. 2200.—In exercise of the powers conferred by clause (e) of section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Shri Rajiv Kumar, Secretary, Government of India, Ministry of Finance, Department of Financial Services, as Director on the Central Board of Directors of State Bank of India with immediate effect and until further orders *vice* Ms. Anjuly Chib Duggal.

[F. No. 7/2/2012-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 12 सितम्बर, 2017

का.आ. 2201.—भारतीय रिजर्व बैंक अधिनियम, 1934 (1934 का 2) की धारा 8 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सुश्री अंजलि चिब दुग्गल के स्थान पर श्री राजीव कुमार, सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग को तत्काल प्रभाव से और अगले आदेशों तक, भारतीय रिजर्व बैंक के केन्द्रीय निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा.सं. 7/2/2012-बीओ-I]

ज्ञानोत्तम राय, अवर सचिव

New Delhi, the 12th September, 2017

S.O. 2201.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934 (2 of 1934), the Central Government hereby nominates Shri Rajiv Kumar, Secretary, Government of India, Ministry of Finance, Department of Financial Services, as Director on the Central Board of Directors of Reserve Bank of India with immediate effect and until further orders *vice* Ms. Anjuly Chib Duggal.

[F. No. 7/2/2012-BO-I]

JNANATOSH ROY, Under Secy.

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 1 सितम्बर, 2017

का.आ. 2202.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, बहरीन में श्री नितेश कुमार माहुर, सहायक अनुभाग अधिकारी को दिनांक 1 सितम्बर, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2017]

प्रकाश चन्द, निदेशक (कौंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 1st September, 2017

S.O. 2202.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Nitesh Kumar Mahur, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Bahrain to perform the Consular services with effect from 1st September, 2017.

[No. T-4330/01/2017]

PRAKASH CHAND, Director (Consular)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 5 सितम्बर, 2017

का.आ. 2203.—स्वास्थ्य एवं परिवार कल्याण मंत्रालय के निम्नलिखित अधीनस्थ कार्यालय, जिसमें 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजन के लिए प्रयोग) नियमावली, 1976 के नियम 10 के उप-नियम (4) के तहत अधिसूचित करती है :-

1. भारतीय दन्त परिषद, नई दिल्ली

[फा. सं. ई-11012/08/2014-हिंदी-II]

गायत्री मिश्रा, संयुक्त सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th September, 2017

S.O. 2203.—In pursuance of Sub-Rule (4) of the Rule 10 of the Official Languages (Use of Official Purpose of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate office of Ministry of Health and Family Welfare, whose 80 per cent staff officers/employees have acquired working knowledge of Hindi :

1. Dental Council of India, New Delhi.

[F. No. E-11012/08/2014-Hindi-II]

GAYATRI MISHRA, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 30 अगस्त, 2017

का.आ. 2204.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 6 के उपविनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा नीचे अनुसूची में दिए गए उत्पाद की मुहरांकन शुल्क अधिसूचित करता है :

अनुसूची

भारतीय मानक संख्या	भाग	अनुभाग	वर्ष	उत्पाद	इकाई	न्यूनतम मुहरांकन शुल्क (रु.)		इकाई दर स्लैब 1 (रु.)	स्लैब में इकाईयां	शेष	प्रचालन तिथि
						वृहद स्तर	एमएसएमई के लिए				
2556	2		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 2 शौच कुंडों के लिए विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	4		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 4 वॉश बेसिन के लिए विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	5		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 5 प्रयोगशाला सिंक की अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख

2556	6		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 6 यूरीनल और विभजन पट्टिका की विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	7		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 7 कॉचाभ स्वच्छता साधित्रों के सहायकांग की विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	8		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 8 पिडस्टल क्लोज युग्मन वाशडाउन और साइफोनिक जल मूत्रालयों आधानों की विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	9		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 9 पिडस्टल प्रकार के बिडेटों के लिए विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	14		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 14 समाकालन स्ववैटिंग आधानों की विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	15		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 15 यूनीवर्सल जल मूत्रालय आधानों की विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
2556	16		2004	कॉचाभ स्वच्छता साधित्र (कॉचाभ चीनी मिट्टी) भाग 16 दीवार पर लगने वाले शौचकुंड के लिए विशिष्ट अपेक्षाएं	1 टन	46000	37000	14.00	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख
6685			2009	लाइफ जैकेट	1 पीस	186000	149000	1.0	सभी	-	सक्षम प्राधिकारी के अनुमोदन की तारीख

[संदर्भ : सीएमडी-3/8:8]

सी. बी. सिंह, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 30th August, 2017

S.O. 2204.—In pursuance of sub-regulation (3) of regulation 6 of the Bureau of Indian Standards (Certification) Regulation 1988, the Bureau of Indian Standards, hereby notifies the Marking fee for the product given in the Schedule :

SCHEDULE

IS No.	Part	Sec	Year	Product	Units	Minimum Marking Fee (Rs.)		Unit Rate Slab-1 Fee (Rs.)	Units in Slab-1	Remain-ing	Effective Date
						Large Scale	MSME				
2556	2		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 2 : Specific Requirements of Washdown Water Closets	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	4		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 4 : Specific Requirements of Wash Basins	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	5		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 5 : Specific Requirements of Laboratory Sinks	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	6		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 6 : Specific Requirements of Urinals and Partition Plates	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	7		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 7 : Specific Requirements of Accessories for Sanitary Appliances	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	8		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 8 : Specific Requirements of Pedestal Close Coupled Washdown and Syphonic Water Closets	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	9		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 9 : Specific Requirements of Pedestal Type Bidets	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority

2556	14		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 14 : Specific Requirements of Integrated Squatting Pans	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	15		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 15 : Specific Requirements of Universal Water Closets	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
2556	16		2004	Vitreous Sanitary Appliances (Vitreous China) — Part 16 : Specific Requirements of Wash Down Wall Mounted Water Closets	1 ton	46000	37000	14.00	All	-	Date of approval of Competent Authority
6685			2009	Life Jackets	1 piece	186000	149000	1.0	All	-	Date of approval of Competent Authority

[Ref. CMD-3/8:8]

C. B. SINGH, Addl. Director General

नई दिल्ली, 8 सितम्बर, 2017

का.आ. 2205.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6590001212	20170801	मेसर्स कोनार ज्वेलरी सं. 9/59 B, मुख्य सड़क, बालपारै, कोयम्बतूर-642127	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
2.	6590001313	20170801	मेसर्स श्री अम्मन तंगामालिगै 123/1, अरुल जोती कॉम्प्लेक्स, भवानी मुख्य सड़क, पेरुन्दुरै, ईरोड-638052	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
3.	6500027208	20170807	मेसर्स जे जे पम्प प्रायवेट लिमिटेड एस एफ सं. 76/1B & 2, ओरैकालपालयम, कुन्नतुरपुदुर पोस्ट, कोयम्बतूर - 641107.	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220: 1994

4.	6500027309	20170807	मेसर्स प्रीमियर पी वी सी इंडस्ट्री दरवाजा सं. 1/21-2, उगयन्नूर सडक, पोंगलूर, पल्लडम तालुक, तिरुप्पुर - 641667.	पेयजल आपूर्ति के लिए उच्च घनत्व वाले पॉलीएथिलीन पाइप्स	IS 4984: 1995
5.	6590001414	20170816	मेसर्स स्वर्णा धरा ज्वेलर्स एल एल पी 1054, ब्रिग बाज़ार, आर आर कॉम्प्लेक्स के सामने, कोयम्बतूर - 641001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
6.	6590001515	20170817	मेसर्स शिवम ट्रेडर्स (श्री तंगम ज्वेलरी) दरवाजा सं. 93-95, नया मार्केट स्ट्रीट, तिरुप्पुर -641604	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
7.	6590001616	20170817	मेसर्स शिवम ट्रेडर्स (श्री तंगम ज्वेलरी) दरवाजा सं. 93-95, नया मार्केट स्ट्रीट, तिरुप्पुर -641604	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 2112 : 2014
8.	6500027705	20170821	मेसर्स डेटाफील्ड इंडिया प्रायवेट लिमिटेड 119/2B, मुदलिपालयम सडक, अरसुर पोस्ट, सुलूर (के रास्ते), कोयम्बतूर - 641407	450/750 वोल्ट की और तक की कार्यकारिता वोल्टता के लिए दृढ़ और लचीले चालक वाले पॉलीविनायल क्लोरायड से विद्युत रोधित आनावरित और आवरित केबल/ डोरी	IS 694 : 2010
9.	6500027410	20170821	मेसर्स पी एस के पोपुलर ट्रेडिंग प्रायवेट लिमिटेड सं.165 B, शक्ति नगर, तिन्डाल पोस्ट, ईरोड - 638012	घरेलू प्रशर कुकर	IS 2347:2006
10.	6500027511	20170821	मेसर्स शिवम इंजीनियरिंग इंडस्ट्रीस प्रायवेट लिमिटेड 255/2 A, नालु कवलै तोट्टम, मणियकरमपालयम, गणपति, कोयम्बतूर – 641 006	निम्नजनीय पम्पसेट	IS 8034: 2002
11.	6500027612	20170821	मेसर्स शिवम इंजीनियरिंग इंडस्ट्रीस प्रायवेट लिमिटेड 255/2 A, नालु कवलै तोट्टम, मणियकरमपालयम, गणपति, कोयम्बतूर – 641 006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220: 1994
12.	6500027806	20170829	मेसर्स पयोनीर पैकेजिंग सोल्यूशन्स सं. 14/3 A, ओलापालयम पोस्ट, कांगयम तालुक, तिरुप्पुर -638701.	विस्फोटकों के पैकेज के लिए सामान्य आवश्यकताएं: भाग 1- वाणिज्यिक उच्च विस्फोटक	IS 10212 : Part 1 : 1986

13.	6590001717	20170829	मेसर्स श्री गौरी तंगा मालिगै 5/129 A-1, एस. एस. कॉम्पलेक्स, बी. एस. सुन्दर स्ट्रीट, नए बस अड्डे के पास, अविनाशि - 641654	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
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[सं. सीएमडी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 8th September, 2017

S.O. 2205.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

IS No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6590001212	20170801	M/s. Konar Jewellery No. 9/59 B, Main Road,, Valparai, Coimbatore-642127	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
2.	6590001313	20170801	M/s. Sree Amman Thangamaaligai 123/1, Arul Jothi Complex, Bhavani Main Road, Perundurai, Erode-638052	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
3.	6500027208	20170807	M/s. JJ Pump Private Limited SF No. 76/1B & 2, Oraikalpalayam, Kunnathurpudur Post, Coimbatore- 641107.	Openwell Submersible Pumpsets	IS 14220: 1994
4.	6500027309	20170807	M/s. Premier PVC Industry Door No.1/21-2, Ugrayanur Road, Pongalur, Palladam Taluk, Tirupur-641667.	High density polyethylene pipes for water supply)	IS 4984: 1995
5.	6590001414	20170816	M/s. Swarna Dhara Jewellers LLP 1054, Big Bazaar, Opp. R.R. Complex, Coimbatore -641001	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
6.	6590001515	20170817	M/s. Shivam Traders (Sree Thangam Jewellery) Door No. 93-95, New Market Street,, Tirupur -641604	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016
7.	6590001616	20170817	M/s. Shivam Traders (Sree Thangam Jewellery) Door No. 93-95, New Market Street,, Tirupur -641604	Silver and Silver Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 2112 : 2014
8.	6500027705	20170821	M/s. Datafield India Pvt Ltd 119/2B, Mudalipalayam Road, Arasur Post, Suler (Via), Coimbatore - 641407	Polyvinyl Chloride Insulated Unsheathed And Sheathed Cables/ cords With Rigid And Flexible Conductor For Rated Voltages Up To And Including 450/750 V	IS 694 : 2010
9.	6500027410	20170821	M/s. P S K Popular Trading Private Limited No.165 B, Sakthi Nagar, Thindal Post, Erode - 638012	Domestic Pressure Cookers	IS 2347:2006

10.	6500027511	20170821	M/s. Shivam Engg. Industries Pvt. Ltd. 255/2 A, Naalu Kavalai Thottam, Manikaram Palayam, Ganapathy, Coimbatore – 641 006	Submersible Pumpsets	IS 8034: 2002
11.	6500027612	20170821	M/s. Shivam Engg. Industries Pvt. Ltd. 255/2 A, Naalu Kavalai Thottam, Manikaram Palayam, Ganapathy, Coimbatore – 641 006	Openwell Submersible Pumpsets	IS 14220: 1994
12.	6500027806	20170829	M/s. Pioneer Packing Solutions No. 14/3 A, Olappalayam Post, Kangayam (Tk), Tirupur-638701.	General requirements for packages of Explosives: Part 1 - Commercial high explosives	IS 10212 : Part 1 : 1986
13.	6590001717	20170829	M/s. Sri Gowri Thanga Maaligai 5/129 A-1, S.S. Complex, B.S. Sundaram Street, Near New Bus Stand, Avinashi-641654	Gold and Gold Alloys, Jewellery/ Aertefacts- Fineness and Marking	IS 1417 : 2016

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 8 सितम्बर, 2017

का.आ. 2206.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम (5) के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शायी गई तारीख से रद्द/स्थगित कर दिया गया है :-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
अगस्त 2017 - शून्य				

[सं. सीएमडी/13:13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 8th September, 2017

S.O. 2206.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given below have been cancelled/suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
AUGUST 2017 - NIL				

[No. CMD/13:13]

T. KALAIVANAN, Scientist 'F' & Head

वाणिज्य एवं उद्योग मंत्रालय**(वाणिज्य विभाग)**

नई दिल्ली, 6 सितम्बर, 2017

का.आ. 2207.—केन्द्रीय सरकार, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) नियम, 1964 के नियम 12, के उपनियम (2) के साथ पठित, निर्यात (गुणवत्ता नियंत्रण एवं निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स एसजीएस इंडिया प्राइवेट लिमिटेड, एमयू-33, मधुबन मार्केट कॉम्प्लेक्स, मधुबन, पारादीप-754142, ओडिशा, जिसे एतदपश्चात् उक्त एजेंसी कहा जायेगा, को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय की शासकीय राजपत्र भाग-II, खण्ड-3, उप खण्ड(ii), में दिनांक 20 दिसम्बर, 1965 की अधिसूचना सं० का.आ. 3975 के तहत प्रकाशित अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क समूह-I, क्रम सं० दो पर निर्दिष्ट लौह अयस्क को निर्यात से पूर्व निम्नलिखित शर्तों के अधीन पारादीप पत्तन, धामरा पत्तन तथा गोपालपुर पत्तन में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात् :

- (i) यह अभिकरण, खनिज और अयस्क समूह-I का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन निरीक्षण की पद्धति की जाँच करने के लिये निर्यात निरीक्षण परिषद् द्वारा निमित्त नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) यह अभिकरण, इस अधिसूचना के अधीन अपने कार्यों के पालन में निदेशक (निरीक्षण और गुणवत्ता नियंत्रण) निर्यात निरीक्षण परिषद् द्वारा समय-समय पर लिखित रूप में दिए गए ऐसे निर्देशों से आबद्ध होगी।

[फा. सं. के-16014/14/2017 - निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY**(Department of Commerce)**

New Delhi, the 6th September, 2017

S.O. 2207.—In exercise of the powers conferred by sub-section (1) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rule (2) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognizes M/s SGS India Pvt. Ltd., MU-33, Madhuban Market Complex, Madhuban, Paradip-754142, Odisha, as an agency (hereinafter referred to as the said agency) for a period of three years from the date of publication of this notification, for the inspection of Iron Ore specified at serial number 2 under Minerals and Ores Group-I, in the Schedule to the notification number S.O. 3975, dated the 20th December, 1965, published in the Gazette of India, part II, section 3, sub-section (ii), dated the 20th December, 1965, prior to export of the said Minerals and Ores at Paradip Port, Dhamra Port and Gopalpur Port, subject to the following conditions, namely: -

- (i) the said agency shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to carry out the inspection specified under rule 4 of the Export of Minerals and Ores - Group I (Inspection) Rules, 1965;
- (ii) the said agency shall, in performance of its function as specified in this notification shall be bound by such directions, as the Director (Inspection and Quality Control), Export Inspection Council, may give in writing from time to time.

[F.No.16014/14/2017- Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.

परमाणु ऊर्जा विभाग

मुंबई, 10 जुलाई, 2017

का.आ. 2208.—सरकारी परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40), की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्द्वारा भारत के दिनांक 25 जनवरी 2005 के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 12 फरवरी, 2005 के सा.आ. सं. 470 के अंतर्गत प्रकाशित परमाणु ऊर्जा विभाग, भारत सरकार की अधिसूचना में आगे निम्नलिखित संशोधन करती है:-

उपरोक्त अधिसूचना में दी गयी सारणी के स्थान पर निम्नलिखित सारणी प्रतिस्थापित हो जाएगी, नामतः:-

सारणी

अधिकारी का पदनाम	सरकारी परिसर
(1)	(2)
उप प्रबंधक (कार्मिक), यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड, डाकघर: सुंदरनगर, सिंहभूम (पूर्व), झारखंड- 832 107 ।	तुरामडीह माइन्स, मोहुलडीह माइन्स और बंधुहुरंग माइन्स, डाकघर: सुंदरनगर, जिला सिंहभूम (पूर्व) झारखंड में यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड के, अथवा उसके लिये लीज पर लिये गये परिसर, जो तुरामडीह परियोजना के प्रशासनिक नियंत्रण में हैं।

[फा. सं. 10/8(17)/2004-पीएसयू/9209]

टी. जी. रवीन्द्रन, अवर सचिव

नोट : मूल अधिसूचना भारत के दिनांक 12 फरवरी, 2005 के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 25 जनवरी 2005 के सा.आदेश सं. 470 के अंतर्गत प्रकाशित की गई थी ।

DEPARTMENT OF ATOMIC ENERGY

Mumbai, the 10th July, 2017

S.O. 2208.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971(40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Department of Atomic Energy, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 25th January 2005, vide number S.O. 470, dated the 12th February, 2005, namely:-

In the said notification, for the Table, the following Table shall be substituted, namely:-

TABLE

Designation of the officer	Public premises
(1)	(2)
Deputy Manager (Personnel), Uranium Corporation of India Limited, Post: Sundernagar, Singhbhum (East), Jharkhand - 832 107.	Premises belonging to or taken on lease for the Uranium Corporation of India Limited at Turamdih Mines, Mohuldih Mines and Banduhurang Mines, PO: Sundernagar, District Singhbhum (East), Jharkhand, which are under the administrative control of Turamdih Project.

[F. No.10/8(17)/2004-PSU/9209]

T.G. RAVEENDRAN, Under Secy.

Note : The Principal Notification was published in the the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 12th February, 2005 vide number S.O. 470, dated the 25th January 2005.

मुंबई, 10 जुलाई, 2017

का.आ. 2209.—सरकारी परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40), की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारत के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 03 दिसंबर 1993 के सा.आदेश सं. 588 के अंतर्गत प्रकाशित परमाणु ऊर्जा विभाग, भारत सरकार की अधिसूचना में आगे निम्नलिखित संशोधन करती है:-

उपरोक्त अधिसूचना में दी गयी सारणी के स्थान पर निम्नलिखित सारणी प्रतिस्थापित हो जाएगी, नामतः-

सारणी

अधिकारी का पदनाम	सरकारी परिसर
(1)	(2)
उप प्रबंधक (कार्मिक), यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड, डाकघर: नरवापहाड़ माइन्स, सिंहभूम (पूर्व), झारखंड- 832 111।	नरवापहाड़ माइन्स, जिला सिंहभूम (पूर्व) झारखंड में यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड के, अथवा उसके लिये लीज पर लिये गये परिसर, तथा वे परिसर जो नरवापहाड़ परियोजना के प्रशासनिक नियंत्रण में हैं।

[फा. सं. 10/8(5)/2009-पीएसयू/9208]

टी. जी. रवीन्द्रन, अवर सचिव

नोट : मूल अधिसूचना भारत के दिनांक 26 फरवरी 1994 के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 03 दिसंबर 1993 की अधिसूचना सा.आदेश सं. 588 के अंतर्गत प्रकाशित की गयी थी, एवं उसके बाद दिनांक 11 मई, 1999 की अधिसूचना सं. सा.आ. 1383, दिनांक 31 अक्टूबर, 2003 की अधिसूचना सं. सा.आ. 1769, एवं दिनांक 27 जून, 2009 की अधिसूचना सं. सा.आ. 1769 द्वारा संशोधित की गयी थी।

Mumbai, the 10th July, 2017

S.O. 2209.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971(40 of 1971), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Department of Atomic Energy, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) vide number S.O. 588, dated the 3rd December, 1993, namely:-

In the said notification, for the Table, the following Table shall be substituted, namely:-

TABLE

Designation of the officer	Public premises
(1)	(2)
Deputy Manager (Personnel), Uranium Corporation of India Limited, Post: Narwapahar Mines, Singhbhum (East), Jharkhand - 832 111.	Premises belonging to or taken on lease for the Uranium Corporation of India Limited at Narwapahar Mines, District Singhbhum (East), Jharkhand and premises which are under the administrative control of Narwapahar Project.

[F. No.10/8(5)/2009-PSU/9208]

T.G. RAVEENDRAN, Under Secy.

Note : The Principal Notification was published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 26th February, 1994 vide notification number S.O.588, dated 3rd December, 1993 and subsequently amended vide notification number S.O.1383, dated 11th May, 1999, notification number S.O.3195, dated 31st October, 2003 and notification number S.O.1769, dated 27th June, 2009.

मुंबई, 10 जुलाई, 2017

का.आ. 2210.—सरकारी परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40), की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारत के दिनांक 13 अप्रैल 1996 के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 26 मार्च 1996 के सा.आदेश सं. 1146 के अंतर्गत प्रकाशित परमाणु ऊर्जा विभाग, भारत सरकार की अधिसूचना में आगे निम्नलिखित संशोधन करती है:-

उपरोक्त अधिसूचना में दी गयी सारणी के स्थान पर निम्नलिखित सारणी प्रतिस्थापित हो जाएगी, नामत:-

सारणी

अधिकारी का पदनाम	सरकारी परिसर
(1)	(2)
अपर प्रबंधक (सुरक्षा), यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड, डाकघर: जादुगुड़ा माइन्स, सिंहभूम (पूर्व), झारखंड- 832 012।	एमयूआरपी कॉलोनी, मुसाबनी सहित जादुगुड़ा माइन्स, बागजाता माइन्स और भाटिन माइन्स जिला सिंहभूम (पूर्व) झारखंड में यूरेनियम कॉर्पोरेशन ऑफ इंडिया लिमिटेड के, अथवा उसके लिये लीज पर लिये गये परिसर।

[फा. सं. 10/8(14)/2008-पीएसयू/9207]

टी. जी. रवीन्द्रन, अवर सचिव

नोट : मूल अधिसूचना भारत के दिनांक 13 अप्रैल 1996 के राजपत्र के भाग- II, खंड 3, उपखंड (ii) में, दिनांक 26 मार्च 1996 के सा.आदेश सं. 1146 के अंतर्गत प्रकाशित की गई थी, एवं उसके बाद दिनांक 24 जून, 1999 की अधिसूचना सं. सा.आ. सं. 1879, दिनांक 23 अप्रैल 2004 की अधिसूचना सं. सा.आ. सं. 1082 एवं दिनांक 2 मई, 2009 की अधिसूचना सं. सा.आ. सं. 1122 द्वारा संशोधित की गयी थी।

Mumbai, the 10th July, 2017

S.O. 2210.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971(40 of 1971), the Central Government hereby makes the following further amendments in the notification of the Government of India in the Department of Atomic Energy, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 13th April 1996, vide number S.O. 1146, dated the 26th March, 1996, namely:-

In the said notification, for the Table, the following Table shall be substituted, namely:-

TABLE

Designation of the officer	Public premises
(1)	(2)
Additional Manager (Security), Uranium Corporation of India Limited, Post: Jaduguda Mines, Singhbhum (East), Jharkhand - 832 012.	Premises belonging to or taken on lease for the Uranium Corporation of India Limited at Jaduguda Mines, Bagjata Mines and Bhatin Mines including MURP Colony, Mosaboni, District Singhbhum (East), Jharkhand.

[F. No.10/8(14)/2008-PSU/9207]

T.G. RAVEENDRAN, Under Secy.

Note : The Principal Notification was published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 13th April, 1996 vide notification number S.O. 1146, dated 26th March, 1996 and subsequently amended vide notification number S.O. 1879, dated 24th June, 1999, notification number S.O. 1082, dated 23rd April, 2004 and notification number S.O.1122, dated 2nd May, 2009.

मुंबई, 11 जुलाई, 2017

का.आ. 2211.— सरकारी परिसर (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40), की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा निम्नलिखित सारणी के कालम (1) में उल्लेख किए गए अधिकारी, जो सरकार के राजपत्रित अधिकारी के स्तर के समतुल्य अधिकारी के रूप में हैं, को उक्त अधिनियम के तहत संपदा अधिकारी के रूप में नियुक्त करती है, जो निम्नलिखित सारणी के कालम (2) में विनिर्दिष्ट सरकारी परिसर से संबंधित अपने कार्यक्षेत्र की स्थानीय सीमा के भीतर उक्त अधिनियम के द्वारा अथवा इसके तहत संपदा अधिकारी को प्रदत्त शक्तियों के कर्तव्यों का निर्वहण करेंगे –

सारणी

अधिकारी का पदनाम	सरकारी परिसर
(1)	(2)
मुख्य प्रबंधक (मा.सं.प्र.), इंडियन रेअर अर्थ्स लिमिटेड (आईआरईएल), प्लॉट नं. 1207, वीर सावरकर मार्ग, सिद्धि विनायक मंदिर के पास, प्रभादेवी, मुंबई- 400 028	मुंबई में इंडियन रेअर अर्थ्स लिमिटेड (आईआरईएल) के, अथवा उसके लिये लीज पर लिये गये परिसर।

[फा. सं. 3/10(28)/2016-पीएसयू/9246]

टी. जी. रवीन्द्रन, अवर सचिव

Mumbai, the 11th July, 2017

S.O. 2211.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table given below, being an officer equivalent to the rank of a Gazetted Officer of the Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on estate officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in column (2) of the said Table:

TABLE

Designation of the officer	Public premises
(1)	(2)
Chief Manager (HRM), Indian Rare Earths Limited (IREL), Plot No.1207, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai -400 028.	Premises belonging to or taken on lease for the Indian Rare Earths Limited (IREL) in Mumbai.

[F. No. 3/10(28)/2016-PSU/9246]

T.G. RAVEENDRAN, Under Secy.

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

नई दिल्ली, 13 सितम्बर, 2017

का.आ. 2212.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में, सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय के नियंत्रणाधीन कयर बोर्ड के निम्नलिखित 7 उप कार्यालयों जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को एतद्वारा अधिसूचित करती है:

- 1- कयर बोर्ड शोरूम व बिक्री डिपो, "प्राण विजय", टाइम्स ऑफ इन्डिया के पास, बाटा शोरूम के सामने, आश्रम रोड, अहमदाबाद – 380009, भारत सरकार
- 2- कयर बोर्ड शोरूम व बिक्री डिपो, 182 वेस्ट मासी स्ट्रीट, टी.एम. कोर्ट के पास, मदुरै – 625001

- 3- कयर बोर्ड उप क्षेत्रीय कार्यालय, कमरा सं. 207, पहली मंजिल जिला प्रशासनिक कॉम्प्लेक्स, प्रशासनिक संकुल, सिंधुदुर्ग नगरी, ओरोस – 416812
- 4- कयर बोर्ड शोरूम व बिक्री केन्द्र, वेस्ट पल्लित्तानम बिल्डिंग, 28/8761 करुणाकरन नंबियार रोड, तृशूर – 686020
- 5- कयर बोर्ड उप क्षेत्रीय कार्यालय, एएसआईडीसी कॉम्प्लेक्स, बामुनी मैदान गुवाहटी-781021
- 6- कयर बोर्ड उप प्रादेशिक कार्यालय, उद्योग निदेशालय कार्यालय, लक्षद्वीप संघ राज्य क्षेत्र, कवरत्ती-682555
- 7- कयर बोर्ड उप प्रादेशिक कार्यालय, माधवा एपार्टमेंट, तेपुक्किल पीडिका, मेले चौआ पी.ओ. कण्णूर – 670002

[सं. ई-12016/01/2005-हिंदी]

अलका अरोड़ा, संयुक्त सचिव

MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES

New Delhi, the 13th September, 2017

S.O. 2212.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of Coir Board under the control of the Ministry of Micro, Small & Medium Enterprises, whose more than 80% staff has acquired working knowledge in Hindi:

1. Coir Board Showroom & Sales Depot, “Pran Vijay” Near Times of India, Opp. Bata Showroom, Ashram Road, Ahmedabad – 380009
2. Coir Board Showroom & Sales Depot, 182-West Masi Street, Near T.M. Court, Madurai-625001
3. Coir Board Sub Regional Office, Room No. 207, 1st Floor, District Administration Complex, Sindhudurgnagari, Navnagar, Oras, Sindhudurg-416812
4. Coir Board Showroom & Sales Depot, West Pallithanam Building, 28/8761, Karunakaran Nambiar Road, Thrissur-686020
5. Coir Board Sub Regional Office, ASIDC Complex, Bamuni Maidan, Guwahati- 781021
6. Coir Board Sub Regional Office, Office of the Directorate of Industries, U.T. Lakshadweep, Kavarathi-682555
7. Coir Board Sub Regional Office, Madhava Apartment, Thezhukkil Peedika, Mele Chovva P.O., Kannur – 670 006

[No. E-12016/01/2005-Hindi]

ALKA ARORA, Jt. Secy.

कोयला मंत्रालय

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2213.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिस इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 1884(अ), तारीख 13 जून, 2017, भारत के राजपत्र, असाधारण, भाग II, खण्ड 3, उप-खण्ड (ii), तारीख 13 जून, 2017 में प्रकाशित होने पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में, या उस पर के अधिकार (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर आत्यांतिक रूप में केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया कि ईस्टर्न कोलफील्ड्स लिमिटेड, सांकतोड़िया, डाकघर डिसेरगढ़, जिला – बर्द्धवान – 713333, पश्चिम बंगाल (जिसे इसमें इसके पश्चात् उक्त कंपनी कहा गया है), ऐसे निबंधनों और शर्तों का, जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए तैयार है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और उस पर के सभी अधिकार, तारीख 13 जून, 2017 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त कंपनी में निहित हो जाएंगे, अर्थात् ;

- (1) सरकारी कंपनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसान और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) कंपनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय, उक्त कंपनी द्वारा वहन किए जायेंगे और इस पर प्रकार निहित उक्त भूमि में या उस पर के अधिकार के लिए या उसके संबंध में जैसे अपील आदि, सभी विधिक कार्यवाहियों की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त कंपनी द्वारा वहन किये जायेंगे;
- (3) सरकारी कंपनी, केन्द्रीय सरकार या उसके पदाधिकारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेंगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधिकारियों द्वारा या उनके विरुद्ध किन्हीं कार्यवाहियों के संबंध में आवश्यक हो;
- (4) सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और भूमि में या उसके ऊपर इस प्रकार निहित अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी ; और
- (5) सरकारी कंपनी, ऐसे निदेशों और शर्तों को, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित किये जाएं, पालन करेगी।

[फा. सं. 43015/24/2017-एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

MINISTRY OF COAL

New Delhi, the 19th September, 2017

S.O. 2213.—Whereas, on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 1884(E), dated the 13th June, 2017 published in the Gazette of India, Extraordinary, Part II Section 3, Sub-section (ii), dated the 13th June, 2017 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the land and all rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas, the Central Government is satisfied that the Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District – Burdwan-713333, West Bengal (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby direct that all rights in or over the said lands so vested shall, with effect from dated the 13th June, 2017 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

- (1) The Government company shall reimburse to the Central Government all payments made in respects of compensation, interest, damages and the like, as determined under the provision of the said Act;
- (2) A Tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the said Tribunal shall be borne by the

Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands, so vested, shall also be borne by the Government company;

- (3) The Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials, regarding the rights in or over the said lands so vested;
- (4) The Government company shall have no power to transfer the said lands to any other persons without the prior approval of the Central Government; and
- (5) The Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[F. No. 43015/24/2017-LA & IR]

R. S. SAROJ, Under Secy.

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2214.—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 9 की उप-धारा (1) के अधीन जारी, भारत के राजपत्र, असाधारण, भाग II, खंड 3, उप-खंड (ii), तारीख 18 अगस्त, 2017 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का. आ. 2672(अ), तारीख 16 अगस्त, 2017 के प्रकाशन पर, उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि (जिसे इसमें इसके पश्चात् उक्त भूमि कहा गया है) और भूमि में या उस पर के भू-सतह अधिकार, उक्त अधिनियम की धारा 10 की उप-धारा (1) के अधीन, सभी विल्लंगमों से मुक्त होकर, आत्यांतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और, केन्द्रीय सरकार को यह समाधान हो गया है कि साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, डाकघर संख्या 60, जिला— बिलासपुर—495006, छत्तीसगढ़ (जिसे इसमें इसके पश्चात् उक्त सरकारी कम्पनी कहा गया है), ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस आधार पर अधिरोपित करना उचित समझे, अनुपालन करने के लिये तैयार है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि इस प्रकार निहित उक्त 1632.380 हेक्टर (लगभग) अथवा 4033.61 एकड़ (लगभग) भूमि और उस पर के भू-सतह अधिकार, तारीख 18 अगस्त, 2017 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाय, निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कम्पनी में निहित हो जाएंगे, अर्थात् :-

- (1) सरकारी कम्पनी, उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, ब्याज, नुकसानियों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) सरकारी कम्पनी द्वारा शर्त (1) के अधीन, केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिये उक्त अधिनियम की धारा 14 के अधीन एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और उक्त अधिकरण की सहायता करने के लिये नियुक्त व्यक्तियों के संबंधों में उपगत सभी व्यय, सरकारी कम्पनी द्वारा वहन किये जायेंगे और इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिये या उसके संबंध में सभी विधिक कार्यवाहियों जिसके अंतर्गत अपील भी है, की बाबत उपगत, सभी व्यय भी, इसी प्रकार उक्त सरकारी कम्पनी द्वारा वहन किये जायेंगे;
- (3) सरकारी कम्पनी, केन्द्रीय सरकार या उसके पदाधारियों की, ऐसे किसी अन्य व्यय के संबंध में, क्षतिपूर्ति करेगी जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में, केन्द्रीय सरकार या उसके पदाधारियों द्वारा या उनके विरुद्ध किन्ही कार्यवाहियों के संबंध में आवश्यक हो ;
- (4) सरकारी कम्पनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि और उसके अधिकार को किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) सरकारी कम्पनी, ऐसे निदेशों और शर्तों का पालन करेगी, जो केन्द्रीय सरकार द्वारा और जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिये दिए जाएं या अधिरोपित की जाए ।

[फा. सं. 43015/35/2017—एलए एण्ड आईआर]

आर. एस. सरोज, अवर सचिव

New Delhi, the 19th September, 2017

S.O. 2214.—Whereas on the publication of the notification of the Government of India in the Ministry of Coal, number S.O. 2672(E), dated the 16th August, 2017 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (ii), dated the 18th August, 2017 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the lands and surface rights in or over the land described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Seepat Road, P. B. No. 60, District-Bilaspur-495006, Chhattisgarh (hereinafter referred to as the Government company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the surface rights of 1632.380 hectares (approximately) or 4033.61 acres (approximately) in or over the said lands so vested shall with effect from the 18th August, 2017 instead of continuing to so vest in the Central Government, shall vest in the Government company, subject to the following terms and conditions, namely:-

- (1) the Government company shall reimburse to the Central Government all payments made in respect of compensation, interest, damages and the like as determined under the provisions of the said Act;
- (2) a Tribunal shall be constituted under section 14 of the said Act for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1), and all expenditure incurred in connection with any such Tribunal and persons appointed to assist the said Tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings, including appeals, for or in connection with the rights in or over the said lands, so vested, shall also be borne by the Government company;
- (3) the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vested;
- (4) the Government company shall have no power to transfer the said lands and the rights to any other persons without the prior approval of the Central Government; and
- (5) the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands as and when necessary.

[F. No. 43015/35/2017-LA & IR]

R. S. SAROJ, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2215.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूचि में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन

ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:-मालेगांव	जिला:- नासिक		राज्य:- महाराष्ट्र		
मौजे/ग्राम	सर्वे/ब्लॉक/ सं. (प्लॉट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टेयर	आर	वर्ग मीटर
1	2	3	4	5	6
धुधे	धण्णर नदी		00	02	22
	373		00	22	94
	374		00	35	11
	375		00	36	53
	309		00	09	03
	नहर		00	00	73
	308		00	07	55
	307		00	08	64
	306		00	09	64
	305		00	30	74
	रास्ता		00	02	10
	304		00	39	36
	303		00	17	88
	302		00	13	73
	301		00	03	63
	299		00	35	31
	रास्ता		00	02	27
	317		01	78	02
तलवाडे	958		00	46	02
	नाला		00	07	14
	952		00	03	40
	969		00	43	65
	974		00	16	76
	973		00	16	30
	975		00	12	94
	978		00	58	25
	943		00	17	01
	नाला		00	01	54
	942		00	29	35
	923		00	17	00
	924		00	14	89

	कच्चा रास्ता		00	03	01
	898		00	22	10
	897		00	04	23
	896		00	04	74
	145		00	09	32
	895		00	21	03
	890		00	24	50
	889		00	16	04
	कच्चा रास्ता		00	01	23
	879		00	00	81
	885		00	14	83
	883		00	20	25
	882		00	10	25
	881		00	00	48
	880		00	28	64
	884		00	00	20
	823		00	04	43
	कच्चा रास्ता		00	00	61
	818		00	14	42
	819		00	34	70
	820		00	07	85
	814		00	31	30
पांढरुण	131		00	92	39
	नाला		00	03	68
	कच्चा रास्ता		00	04	47
	129		00	41	29
	124		00	00	28
	125		00	07	02
	126		00	02	78
	128		00	00	45
	रास्ता		00	06	96
	नहर		00	02	05
	152		00	08	66
	146		00	16	79
	नाला		00	00	20
	151		00	17	97
	150		00	27	15
	175		00	04	42

	173		00	25	86
	174		00	06	18
	172		00	15	92
	171		00	00	86
	194		00	17	82
	210		00	10	45
	211		00	19	40
	209		00	19	49
	208		00	03	35
	219		00	30	64
	218		00	60	26
	रास्ता		00	02	52
	223		00	00	20
	229		00	57	36
	231		00	04	43
	232		00	38	19
	240		00	18	43
	239		00	27	42
	242		00	30	51
धवलेश्वर	रास्ता		00	00	25
	409		00	55	41
	406		00	11	81
	405		00	11	92
	404		00	14	41
	395		00	76	86
	398		00	20	74
	384		00	08	57
	नाला		00	03	42
	358		00	30	75
	357		00	44	31
	350		00	08	47
	353		00	00	20
	351		00	19	07
	352		00	17	96
	333		00	22	38
	332		00	11	02
	330		00	03	05
	331		00	06	49

	329		00	09	80
	327		00	07	28
	324		00	08	78
	322		00	12	46
	321		00	12	92
	एस एच-19		00	01	89
आघार बुद्ध	एस एच-19		00	01	59
	228		00	27	44
	233		00	18	29
	235		00	00	20
	234		00	08	55
	223		00	02	88
	222		00	22	99
	221		00	11	72
	218		00	24	94
	217		00	30	90
	कच्चा रास्ता		00	02	71
	138		00	18	20
	137		00	13	63
	136		00	17	12
	104		00	15	66
	103		00	04	63
	88		00	28	88
	87		00	44	49
	89		00	18	18
	90		00	02	57
	82		00	17	47
	81		00	12	22
	76		00	41	64
	रास्ता		00	02	71
	77		00	10	83
	55		00	35	87
	53		00	27	29
	गिरना नदी		00	22	91
चिंचावड	नदी		00	07	34
	23		00	28	77
	एम डी आर-54		00	02	63
	48		00	26	15

	50		00	22	96
	51		00	21	55
	47		00	17	88
	46		00	09	71
	118		00	30	43
	कच्चा रास्ता		00	02	08
	कच्चा रास्ता		00	04	11
	189		00	48	54
	192		00	14	08
	200		00	10	33
	198		00	09	08
	197		00	01	96
	202		00	14	03
	203		00	15	61
	206		00	13	58
	205		00	12	16
	209		00	59	82
	कच्चा रास्ता		00	00	51
	216		00	42	21
	215		00	05	55
	230		00	19	59
	231		00	94	48
	खारी नदी		00	04	02
आधार खुद	खारी नदी		00	04	23
	670		00	22	85
	669		00	32	74
	रास्ता		00	04	35
	655		00	52	28
	651		00	04	50
	650		00	08	39
	649		00	13	77
	648		00	18	66
	647		00	16	84
	645		00	00	75
	646		00	22	10
	नहर		00	02	57
	135		00	35	92
नांदगांव	138		00	11	55

	137		00	07	35
	नदी		00	06	96
	191		00	07	31
	192		00	18	89
	189		00	16	44
	188		00	11	71
	184		00	07	27
	183		00	07	08
	180		00	06	83
	176		00	02	10
	179		00	20	43
	रास्ता		00	03	16
	400		00	19	78
	399		00	00	20
	402		00	24	27
	396		00	26	57
	398		00	06	39
	389		00	08	43
	387		00	28	29
	386		00	07	03
	382		00	47	66
	384		00	02	11
	383		00	31	77
	524		00	07	35
	गलाथी नदी		00	05	56
वाके	नदी		00	06	39
	158		00	39	01
	157		00	03	82
	156		00	47	03
	रास्ता		00	10	00
	नहर		00	01	86
	155		00	01	49
	रास्ता		00	02	33
	144		00	19	44
	145		00	10	83
	डीवाइडर		00	00	77
	139		00	03	94
	137		00	25	13

सौदाणे	175		00	33	33
	176		00	06	19
	धवली नदी		00	05	47
	कच्चा रास्ता		00	00	55
	धवली नदी		00	01	72
	नाला		00	12	01
	धवली नदी		00	00	20
टाकली	नाला		00	10	93
	431		00	04	26
	426		00	21	31
	427		00	12	09
	423		00	04	16
	424		00	10	85
	417		00	08	85
	418		00	00	20
	416		00	11	36
	400		00	14	27
	401		00	63	21
	नहर		00	01	05
	402		00	09	90
	रास्ता		00	01	74
	631		00	13	71
	630		00	13	46
	629		00	11	86
	861		00	08	10
	628		00	12	59
	627		00	25	29
	626		00	28	61
	69		00	00	57
	639		00	10	84
	642		00	13	88
	643		00	11	70
	644		00	09	66
	645		00	00	20
	646		00	26	45
	647		00	06	46
	649		00	16	26
	648		00	00	20

	रास्ता		00	01	76
	650		00	04	97
	651		00	05	20
	652		00	03	33
	रास्ता		00	03	70
	नहर		00	01	31
	654		00	08	23
	कच्चा रास्ता		00	01	49
	716		00	13	24
	834		00	00	34
	836		00	28	75
	835		00	00	22
	840		00	23	94
	839		00	00	96
	853		00	09	87
	856		00	26	37
	862		00	10	60
	863		00	11	23
सोनज	कच्चा रास्ता		00	02	43
	1018		00	18	78
	1017		00	04	60
	1016		00	03	22
	1015		00	06	50
	1014		00	00	48
	1013		00	03	79
	1012		00	03	42
	1011		00	07	09
	1010		00	35	12
	कच्चा रास्ता		00	01	46
मांजरे	53		00	09	53
	55		00	33	68
	56		00	03	02
	50		00	14	05
	कच्चा रास्ता		00	01	49
	60		00	33	44
	68		00	02	91
	66		00	00	20
	67		00	14	44

	74		00	11	33
	72		00	08	37
	रास्ता		00	02	80
	73		00	18	68
	75		00	00	38
	82		00	04	56
	80		00	07	65
	81		00	12	72
	85		00	00	20
	89		00	03	19
	88		00	03	08
	90		00	03	80
	87		00	00	20
	92		00	11	72
	86		00	15	32
	95		00	07	03
	96		00	07	97
	113		00	17	34
	112		00	17	81
	118		00	25	10
	नहर		00	03	71
	117		00	31	40
	174		00	17	91
	कच्चा रास्ता		00	01	23
	174		00	16	94
	175		00	15	74
	रास्ता		00	03	49
	176		00	28	37
	177		00	45	24
	216		00	34	05
	213		00	23	30
	272		00	15	88
	273		00	16	07
	274		00	13	62
	275		00	08	04
	277		00	08	76
	276		00	16	62
	282		00	47	66

	रास्ता		00	02	10
	286		00	30	39
	281		00	56	17
जलगांव (निंबायती)	रास्ता		00	01	28
	86		00	28	14
	85		00	33	30
	84		00	00	55
	81		00	11	18
	83		00	18	07
	82		00	46	36
	80		00	52	80
	79		00	34	51
	78		00	24	63
	73		00	00	20
	76		00	31	48
	रास्ता		00	02	36
	72		00	09	90
	66		00	44	21
	64		00	26	81
	63		00	40	89
	57		00	09	49
	61		00	33	87
	सुखी नदी		00	13	14
	646		00	11	34
	647		00	04	62
	645		00	28	78
	रास्ता		00	02	08
	649		00	25	17
	651		00	12	11
	नाला		00	12	83
	655		00	07	18
	654		00	21	09
	653		00	34	16
	635		00	41	21
	634		00	22	23
	एस एच -10		00	06	48
	604		00	49	11
	605		00	34	58

	606		00	09	22
	612		00	08	18
	610		00	08	37
	613		00	51	33
	614		00	32	81
	568		00	15	89
	कच्चा रास्ता		00	01	53
चौदी	64		00	40	84
	69		00	16	36
	नाला		00	21	90
	35		00	18	29
	62		00	41	98
	36		00	49	02
	37		00	09	56
	32		00	60	07
	31		00	07	94
	26		00	00	20
	27		00	56	03
	कच्चा रास्ता		00	03	38
	18		00	43	74
	19		00	14	16
	16		00	40	52
	15		00	52	47
	156		00	09	34
	154		00	39	74
	153		00	27	84
	150		00	44	89
	रास्ता		00	02	72
	149		00	40	67
बोयगांव	25		00	08	52
	143		00	45	25
	142		00	29	64
	कच्चा रास्ता		00	02	46
	122		00	18	09
भाडी	106		00	05	58
	105		00	22	68
	104		00	22	98
	103		00	49	81

	102		00	40	35
	101		00	39	68
	100		00	25	37
	नाला		00	04	12
नवसरी	179		00	23	62
	178		00	11	24
	177		00	22	85
	रास्ता		00	03	54
	162		00	27	37
	नाला		00	07	27
	160		00	09	43
	159		00	08	12
	158		00	11	77
	157		00	03	83
	156		00	21	35
	161		00	00	20
	154		00	10	13
	155		00	20	53
	122		00	45	72
	120		00	41	97
	119		00	23	46
खातगांव	नाला		00	03	78
	34		00	58	17
	37		00	97	81
	1		00	13	95
	2		00	21	90
	रास्ता		00	02	82
	288		00	51	43
	नाला		00	05	46
	289		00	20	69
	रास्ता		00	01	79
	302		00	08	96
	298		00	04	56
	299		00	15	72
	300		00	20	42
	301		00	07	92
	नाला		00	03	61
	305		00	25	96

	206		00	17	87
	एम डी आर-23		00	03	21
	205		00	16	50
	204		00	14	71
	203		00	08	38
	202		00	45	38
	201		00	24	39
	कच्चा रास्ता		00	00	20
आस्तेगांव	कच्चा रास्ता		00	05	11
	26		00	12	45
	36		00	31	23
	34		00	21	85
	35		00	23	80
	42		00	00	32
	41		00	04	55
	43		00	05	73
	44		00	04	27
	नाला		00	22	74
	54 पैकी		00	30	53
	55		00	52	21
	54		00	03	57
	105		00	20	12
	106		00	76	24
	109		00	68	90
	रास्ता		00	01	02
	120		00	23	62
	121		00	73	94
	नदी		00	15	30
	122		00	41	97
	123		00	35	33
	124		00	19	95
	125		00	10	75

[फा. सं. आर-25011/41/2017-ओआर-I]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 14th September, 2017

S.O. 2215.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Malegaon	District:- Nashik		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Dundhe	Dhaedhar River		00	02	22
	373		00	22	94
	374		00	35	11
	375		00	36	53
	309		00	09	03
	Field Channel		00	00	73
	308		00	07	55
	307		00	08	64
	306		00	09	64
	305		00	30	74
	Metal Road		00	02	10
	304		00	39	36
	303		00	17	88
	302		00	13	73
	301		00	03	63
	299		00	35	31
	Asphalt Road		00	02	27
	317		01	78	02
Talwade	958		00	46	02
	Nala		00	07	14
	952		00	03	40
	969		00	43	65
	974		00	16	76

	973		00	16	30
	975		00	12	94
	978		00	58	25
	943		00	17	01
	Nala		00	01	54
	942		00	29	35
	923		00	17	00
	924		00	14	89
	Cart Track		00	03	01
	898		00	22	10
	897		00	04	23
	896		00	04	74
	145		00	09	32
	895		00	21	03
	890		00	24	50
	889		00	16	04
	Cart Track		00	01	23
	879		00	00	81
	885		00	14	83
	883		00	20	25
	882		00	10	25
	881		00	00	48
	880		00	28	64
	884		00	00	20
	823		00	04	43
	Cart Track		00	00	61
	818		00	14	42
	819		00	34	70
	820		00	07	85
	814		00	31	30
Pandharun	131		00	92	39
	Nala		00	03	68
	Cart Track		00	04	47
	129		00	41	29
	124		00	00	28
	125		00	07	02
	126		00	02	78
	128		00	00	45
	Service Road		00	06	96
	Canal		00	02	05
	152		00	08	66

	146		00	16	79
	Nala		00	00	20
	151		00	17	97
	150		00	27	15
	175		00	04	42
	173		00	25	86
	174		00	06	18
	172		00	15	92
	171		00	00	86
	194		00	17	82
	210		00	10	45
	211		00	19	40
	209		00	19	49
	208		00	03	35
	219		00	30	64
	218		00	60	26
	Road		00	02	52
	223		00	00	20
	229		00	57	36
	231		00	04	43
	232		00	38	19
	240		00	18	43
	239		00	27	42
	242		00	30	51
Dhavleshwar	Metal Road		00	00	25
	409		00	55	41
	406		00	11	81
	405		00	11	92
	404		00	14	41
	395		00	76	86
	398		00	20	74
	384		00	08	57
	Nala		00	03	42
	358		00	30	75
	357		00	44	31
	350		00	08	47
	353		00	00	20
	351		00	19	07
	352		00	17	96
	333		00	22	38
	332		00	11	02

	330		00	03	05
	331		00	06	49
	329		00	09	80
	327		00	07	28
	324		00	08	78
	322		00	12	46
	321		00	12	92
	SH-19		00	01	89
Aadhar Budrukh	SH-19		00	01	59
	228		00	27	44
	233		00	18	29
	235		00	00	20
	234		00	08	55
	223		00	02	88
	222		00	22	99
	221		00	11	72
	218		00	24	94
	217		00	30	90
	Cart Track		00	02	71
	138		00	18	20
	137		00	13	63
	136		00	17	12
	104		00	15	66
	103		00	04	63
	88		00	28	88
	87		00	44	49
	89		00	18	18
	90		00	02	57
	82		00	17	47
	81		00	12	22
	76		00	41	64
	Metal Road		00	02	71
	77		00	10	83
	55		00	35	87
	53		00	27	29
	Girna River		00	22	91
Chinchavad	River		00	07	34
	23		00	28	77
	Mdr-54		00	02	63
	48		00	26	15
	50		00	22	96

	51		00	21	55
	47		00	17	88
	46		00	09	71
	118		00	30	43
	Cart Track		00	02	08
	Cart Track		00	04	11
	189		00	48	54
	192		00	14	08
	200		00	10	33
	198		00	09	08
	197		00	01	96
	202		00	14	03
	203		00	15	61
	206		00	13	58
	205		00	12	16
	209		00	59	82
	Cart Track		00	00	51
	216		00	42	21
	215		00	05	55
	230		00	19	59
	231		00	94	48
	Khari Nadi		00	04	02
Aadhar Khurd	Khari Nadi		00	04	23
	670		00	22	85
	669		00	32	74
	Asphalted Road		00	04	35
	655		00	52	28
	651		00	04	50
	650		00	08	39
	649		00	13	77
	648		00	18	66
	647		00	16	84
	645		00	00	75
	646		00	22	10
	Unlined Canal		00	02	57
Nandgaon	135		00	35	92
	138		00	11	55
	137		00	07	35
	Nadi		00	06	96
	191		00	07	31
	192		00	18	89

	189		00	16	44
	188		00	11	71
	184		00	07	27
	183		00	07	08
	180		00	06	83
	176		00	02	10
	179		00	20	43
	Asphalted Road		00	03	16
	400		00	19	78
	399		00	00	20
	402		00	24	27
	396		00	26	57
	398		00	06	39
	389		00	08	43
	387		00	28	29
	386		00	07	03
	382		00	47	66
	384		00	02	11
	383		00	31	77
	524		00	07	35
	Galathi Nadi		00	05	56
Wake	Nadi		00	06	39
	158		00	39	01
	157		00	03	82
	156		00	47	03
	Road		00	10	00
	Unlined Canal		00	01	86
	155		00	01	49
	Metal Road		00	02	33
	144		00	19	44
	145		00	10	83
	Divider		00	00	77
	139		00	03	94
	137		00	25	13
Saudane	175		00	33	33
	176		00	06	19
	Dhavli Nadi		00	05	47
	Cart Track		00	00	55
	Dhavli Nadi		00	01	72
	Nala		00	12	01
	Dhavli Nadi		00	00	20

Takali	Nala	00	10	93
	431	00	04	26
	426	00	21	31
	427	00	12	09
	423	00	04	16
	424	00	10	85
	417	00	08	85
	418	00	00	20
	416	00	11	36
	400	00	14	27
	401	00	63	21
	Unlined Canal	00	01	05
	402	00	09	90
	Road	00	01	74
	631	00	13	71
	630	00	13	46
	629	00	11	86
	861	00	08	10
	628	00	12	59
	627	00	25	29
	626	00	28	61
	69	00	00	57
	639	00	10	84
	642	00	13	88
	643	00	11	70
	644	00	09	66
	645	00	00	20
	646	00	26	45
	647	00	06	46
	649	00	16	26
	648	00	00	20
	Metal Road	00	01	76
	650	00	04	97
	651	00	05	20
	652	00	03	33
	Road	00	03	70
	Unlined Canal	00	01	31
	654 Paiky	00	08	23
	Cart Track	00	01	49
	716	00	13	24
	834	00	00	34

	836		00	28	75
	835		00	00	22
	840		00	23	94
	839		00	00	96
	853		00	09	87
	856		00	26	37
	862		00	10	60
	863		00	11	23
Sonaj	CTR		00	02	43
	1018		00	18	78
	1017		00	04	60
	1016		00	03	22
	1015		00	06	50
	1014		00	00	48
	1013		00	03	79
	1012		00	03	42
	1011		00	07	09
	1010		00	35	12
	CTR		00	01	46
Manjare	53		00	09	53
	55		00	33	68
	56		00	03	02
	50		00	14	05
	Cart Track		00	01	49
	60		00	33	44
	68		00	02	91
	66		00	00	20
	67		00	14	44
	74		00	11	33
	72		00	08	37
	Asphalted Road		00	02	80
	73		00	18	68
	75		00	00	38
	82		00	04	56
	80		00	07	65
	81		00	12	72
	85		00	00	20
	89		00	03	19
	88		00	03	08
	90		00	03	80
	87		00	00	20

	92		00	11	72
	86		00	15	32
	95		00	07	03
	96		00	07	97
	113		00	17	34
	112		00	17	81
	118		00	17	40
	Unlined Canal		00	03	71
	118 Paiky		00	07	70
	117		00	31	40
	174		00	17	91
	Cart Track		00	01	23
	174		00	16	94
	175		00	15	74
	Metal Road		00	03	49
	176		00	28	37
	177		00	45	24
	216		00	34	05
	213		00	23	30
	272		00	15	88
	273		00	16	07
	274		00	13	62
	275		00	08	04
	277		00	08	76
	276		00	16	62
	282		00	47	66
	Metal Road		00	02	10
	286		00	30	39
	281Paiky		00	56	17
Jalgoan (Nimbayti)	Asphalted Road		00	01	28
	86		00	28	14
	85		00	33	30
	84		00	00	55
	83		00	18	07
	82		00	46	36
	81		00	11	18
	80		00	52	80
	79		00	34	51
	78		00	24	63
	73		00	00	20
	76		00	31	48

	Metal Road		00	02	36
	72		00	09	90
	66		00	44	21
	64		00	26	81
	63		00	40	89
	57		00	09	49
	61		00	33	87
	Sukhi Nadi		00	13	14
	646		00	11	34
	647		00	04	62
	645		00	28	78
	Ashphalted Road		00	02	08
	649		00	25	17
	651		00	12	11
	Nala		00	12	83
	655		00	07	18
	654		00	21	09
	653		00	34	16
	635		00	41	21
	634		00	22	23
	SH-10		00	06	48
	604		00	49	11
	605		00	34	58
	606		00	09	22
	612		00	08	18
	610		00	08	37
	613		00	51	33
	614		00	32	81
	568		00	15	89
	Cart Track		00	01	53
Chondhi	64		00	40	84
	69		00	16	36
	Nala		00	21	90
	35		00	18	29
	62		00	41	98
	36		00	49	02
	37		00	09	56
	32		00	60	07
	31		00	07	94
	26		00	00	20
	27		00	56	03

Boygaon	Cart Track		00	03	38
	18		00	43	74
	19		00	14	16
	16		00	40	52
	15		00	52	47
	156		00	09	34
	154		00	39	74
	153		00	27	84
	150		00	44	89
	Metal Road		00	02	72
	149		00	40	67
	25		00	08	52
	143		00	45	25
	142		00	29	64
Bhardi	Cart Track		00	02	46
	122		00	18	09
	106		00	05	58
	105		00	22	68
	104		00	22	98
	103		00	49	81
	102		00	40	35
	101		00	39	68
	100		00	25	37
	Nala		00	04	12
Nawasari	179		00	23	62
	178		00	11	24
	177		00	22	85
	Asphalt Road		00	03	54
	162		00	27	37
	Nala		00	07	27
	160		00	09	43
	159		00	08	12
	158		00	11	77
	157		00	03	83
	156		00	21	35
	161		00	00	20
	154		00	10	13
	155		00	20	53
	122		00	45	72
	120		00	41	97
	119		00	23	46

Khatgaon	Nala		00	03	78
	34		00	58	17
	37		00	97	81
	1		00	13	95
	2		00	21	90
	Metal Road		00	02	82
	288		00	51	43
	Nala		00	05	46
	289		00	20	69
	Asphalted Road		00	01	79
	302		00	08	96
	298		00	04	56
	299		00	15	72
	300		00	20	42
	301		00	07	92
	Nala		00	03	61
	305		00	25	96
	206		00	17	87
	MDR-23		00	03	21
	205		00	16	50
	204		00	14	71
	203		00	08	38
	202		00	45	38
	201		00	24	39
	Cart Track		00	00	20
Aastegaon	Cart Track		00	05	11
	26		00	12	45
	36		00	31	23
	34		00	21	85
	35		00	23	80
	42		00	00	32
	41		00	04	55
	43		00	05	73
	44		00	04	27
	Nala		00	22	74
	54Paiky		00	30	53
	55		00	52	21
	54		00	03	57
	105		00	20	12
	106		00	76	24
	109		00	68	90

	Metal Road		00	01	02
	120		00	23	62
	121		00	73	94
	River		00	15	30
	122		00	41	97
	123		00	35	33
	124		00	19	95
	125		00	10	75

[F. No. R-25011/41/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2216.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल, नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—नांदगांव	जिला:— नासिक		राज्य:— महाराष्ट्र		
मौजे/ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
कह्दी	55		00	74	56
	रास्ता		00	03	21
	51		00	37	00
	46		00	13	99
	45		00	10	50
	39		00	09	34
	38		00	00	20
	40		00	06	32
	41		00	03	23
	42		00	00	89

	33		00	15	78
	नाला		00	01	94
सटाणे	नाला		00	01	80
	6		00	21	84
	7		00	45	81
	8		00	38	68
	9		00	36	59
	रास्ता		00	01	60
	10		00	29	38
	11		00	05	49
	नाला		00	04	94
	13		00	01	56
	14		00	78	55
	नाला		00	03	35
	15		00	42	52
वंजारवाडी	कच्चा रास्ता		00	00	48
	237 पैकी		00	50	81
	रास्ता		00	02	87
	237		00	42	20
	नाला		00	01	93
	236		00	19	03
	रास्ता		00	01	42
	193		00	06	16
	192		00	04	61
	191		00	04	52
	190		00	05	98
	185		00	09	14
	183		00	04	63
	182		00	03	56
	179		00	07	59
	165		00	17	97
	166		00	03	83
	रास्ता		00	03	10
	153		00	93	78
	नाला		00	04	20
	139		00	49	18
	138		00	01	80
	129		00	14	53

	128		00	26	53
	126		00	00	39
	127		00	19	09
	119		00	31	19
	124		00	34	15
	121		00	26	72

[फा. सं. आर-25011/41/2017-ओआर-I]

पवन कुमार, अवसर सचिव

New Delhi, the 14th September, 2017

S.O. 2216.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423 104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Nandgaon	District:- Nashik		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Karhi	55		00	74	56
	Road		00	03	21
	51		00	37	00
	46		00	13	99
	45		00	10	50
	39		00	09	34
	38		00	00	20
	40		00	06	32
	41		00	03	23
	42		00	00	89
	33		00	15	78
	Nala		00	01	94
Satane	Nala		00	01	80
	6		00	21	84

	7		00	45	81
	8		00	38	68
	9		00	36	59
	Road		00	01	60
	10		00	29	38
	11		00	05	49
	Nala		00	04	94
	13		00	01	56
	14		00	78	55
	Nala		00	03	35
	15		00	42	52
Wanjarwadi	Cart Track		00	00	48
	237Paiky		00	50	81
	Road		00	02	87
	237		00	42	20
	Nala		00	01	93
	236		00	19	03
	Road		00	01	42
	193		00	06	16
	192		00	04	61
	191		00	04	52
	190		00	05	98
	185		00	09	14
	183		00	04	63
	182		00	03	56
	179		00	07	59
	165		00	17	97
	166		00	03	83
	Road		00	03	10
	153		00	93	78
	Nala		00	04	20
	139		00	49	18
	138		00	01	80
	129		00	14	53
	128		00	26	53
	126		00	00	39
	127		00	19	09
	119		00	31	19
	124		00	34	15
	121		00	26	72

[F. No. R-25011/41/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2217.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:- नांदगांव	जिला:- नासिक		राज्य:- महाराष्ट्र		
मौजे/ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नागापुर	12		00	88	16
	9		00	48	85
	8		00	21	99
	7		00	19	97
	6		00	19	58
	5		00	19	45
	4		00	18	45
	3		00	22	86
	32		00	24	08
	31/पैकी		00	11	64
	रास्ता		00	06	46
	रेल्वे		00	09	90
	83		00	02	88
	38/अ		00	01	32
	38		00	18	37
	49		00	11	59
	कच्चा रास्ता		00	02	12
	50 अ		00	09	22
	51		00	27	28

	52		00	26	83
	53		00	25	80
	58		00	25	99
	59		00	26	45
	60		00	33	77
	61		00	30	65
	रास्ता		00	03	06
	63		00	59	56
	नाला		00	05	02

[फा. सं. आर-25011/41/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2217.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Nandgaon	District:- Nashik		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Nagapur	12		00	88	16
	9		00	48	85
	8		00	21	99
	7		00	19	97
	6		00	19	58
	5		00	19	45
	4		00	18	45
	3		00	22	86
	31/Paiky		00	11	64
	32		00	24	08
	Road		00	06	46

	Railway		00	09	90
	83		00	02	88
	38/A		00	01	32
	38		00	18	37
	49		00	11	59
	Cart Track		00	02	12
	50A		00	09	22
	51		00	27	28
	52		00	26	83
	53		00	25	80
	58		00	25	99
	59		00	26	45
	60		00	33	77
	61		00	30	65
	Asphalted Road		00	03	06
	63		00	59	56
	Nala		00	05	02

[F. No. R-25011/41/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2218.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—बागलान	जिला:— नासिक		राज्य:— महाराष्ट्र		
मौजे/ग्राम	सर्वे/ब्लोक/सं. (प्लोट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
जयपुर	111		00	88	45
	102		00	14	95

	103		00	27	58
	104		00	34	94
	105		00	31	34
	106		00	01	89
	108		00	00	32
	107		00	55	41
	नाला		00	03	76
	97		00	24	64
	110		00	43	83
	114		00	08	86
	113		00	18	19
	115		00	42	17
	कच्चा रास्ता		00	00	73
	कच्चा रास्ता		00	00	65
	116		00	18	68
वाडीपिसोल	123		00	65	28
	124		00	16	97
	121		00	05	63
	144		00	38	57
	159		00	00	49
	147		00	35	11
	158		00	24	31
	157		00	39	57
	156		00	12	67
	151		00	17	92
	154		00	32	18
एकलहरे	182		00	33	81
	183		00	00	27
	नाला		00	04	03
	181		00	20	71
	नाला		00	12	81
	185		00	03	66
	186		00	40	00
	नहर		00	05	04
	153		00	19	12
	154		00	43	83
	नाला		00	01	31
	145		00	16	42

	142		00	43	95
	नाला		00	02	86
	130		00	23	73
	131		00	35	15
	रास्ता		00	01	70
	132		00	29	23
	128		00	12	62
	99		00	22	91
	98		00	54	80
	97		00	15	74
	96		00	00	67
	95		00	14	80
	94		00	17	54
	92		00	19	92
	90		00	28	08
ब्राह्मणपाडे	213		00	08	18
	206		00	48	87
	कच्चा रास्ता		00	03	06
	203		00	13	85
	204		00	15	10
	200		00	21	96
	190		00	47	12
	189		00	03	73
	186		00	42	92
	185		00	01	45
	रास्ता		00	05	09
	184		00	02	47
	283		00	33	10
	279		00	04	46
	280		00	25	07
	285		00	42	95
	288		00	33	94
	289		00	50	09
	नाला		00	02	47
वाघले	नाला		00	03	60
	295		00	03	62
	290		00	40	89
	289		00	00	20

	287		00	33	81
	283		00	30	64
	280		00	05	67
	रास्ता		00	01	33
	284		00	17	16
	कच्चा रास्ता		00	01	27
	275		00	06	76
	307		00	46	52
	316		00	23	52
	315		00	35	67
	314		00	20	12
	313		00	09	89
	312		00	09	80
	321		00	26	54
राजपुरपाडे	नाला		00	00	47
	रास्ता		00	02	19
	50		00	47	38
	नहर		00	01	90
	49		00	00	87
	नहर		00	01	32
	51		00	13	28
	47		00	14	75
	46		00	11	43
	45		00	00	63
	44 अ		00	36	15
	25		00	03	73
	101		00	13	06
	102		00	18	76
	103		00	23	77
	कच्चा रास्ता		00	00	64
	124		00	15	66
	125		00	14	62
	रास्ता		00	03	05
	118		00	00	70
	117		00	06	59
	126		00	15	14
	127		00	19	10
	128		00	00	20

	129		00	00	20
	132		00	01	01
	133		00	05	46
	134		00	05	56
	137		00	22	22
	138		00	12	00
	139		00	20	79
	रास्ता		00	02	42
	255		00	22	86
	236		00	09	92
	247		00	00	24
	248		00	08	98
	249		00	01	12
	मोसम नदी		00	08	77
द्याने	मोसम नदी		00	04	89
	115		00	30	21
	117		00	16	49
	118		00	10	75
	120		00	34	73
	121		00	00	20
	111		00	31	72
	एस एच-20		00	00	68
	159		00	31	02
	153		00	02	66
	163		00	04	55
	161		00	05	78
	162		00	10	72
	172		00	12	44
	173		00	01	48
	174		00	10	59
	171		00	13	97
	177		00	10	10
	478		00	31	54
	475		00	10	03
	474		00	09	41
	467		00	12	70
	473		00	04	09
	472		00	00	36

	469		00	13	88
	470		00	18	67
	454		00	06	34
	कच्चा रास्ता		00	01	58
	361		00	16	69
	363		00	25	27
	294		00	03	29
	367		00	15	65
	293		00	08	86
	292		00	09	74
	रास्ता		00	00	75
	286		00	24	87
	291		00	00	32
	290		00	06	69
	289		00	06	49
	288		00	03	29
	287		00	35	61
	278		00	13	35
	कच्चा रास्ता		00	01	22
	277		00	15	95
	नाला		00	03	77
नामपुर	नाला		00	02	55
	कच्चा रास्ता		00	02	07
	416		00	45	73
	383		00	01	61
	386		00	02	39
	387		00	14	83
	388		00	13	41
	389		00	15	97
	374		00	00	20
	391		00	01	35
	392		00	12	66
	393		00	09	04
	394		00	10	68
	372		00	14	16
	371		00	00	20
	370		00	10	28
	369		00	10	85

	349		00	05	22
	365		00	09	39
	1056		00	15	09
	364		00	03	51
	357		00	12	77
	356		00	11	56
	355		00	11	49
	354		00	10	89
	322		00	01	20
	289		00	21	24
	290		00	32	06
	245		00	10	26
	रास्ता		00	12	12
	293		00	31	67
	294		00	03	07
	225		00	00	20
	224		00	10	73
	223		00	29	19
	222		00	17	87
	216		00	02	20
	220		00	12	77
	219		00	16	78
	218		00	16	35
	217		00	03	00
	नाला		00	18	77
	221		00	52	12
	161		00	00	89
	164		00	41	29
	167		00	02	84
	168		00	17	91
	169		00	14	27
	170		00	10	43
	171		00	04	24
	155		00	22	89
	154		00	02	50
	153		00	16	51
नलकस	55		00	16	71
	47		00	06	43

	56		00	07	13
	40		00	09	58
	41		00	08	04
	39		00	20	56
	38		00	29	93
	58		00	04	46
	नाला		00	02	60
	13		00	20	23
	87		00	00	20
	88		00	05	30
	89		00	15	70
	90		00	19	76
	91		00	35	51
	रास्ता		00	03	33
	101		00	35	29
	102		00	16	96
	103		00	16	88
	109		00	21	96
	110		00	31	62
	117		00	13	27
	116		00	29	07
	नाला		00	01	62
सारदे	नाला		00	00	99
	234		00	34	75
	रास्ता		00	02	63
	235		00	15	67
	231		00	37	51
	230		00	19	08
	229		00	06	62
	217		00	50	78
	210		00	00	20
	218		00	02	14
	209		00	32	72
	208		00	29	29
	नाला		00	03	65
	207		00	53	94
	रास्ता		00	02	34
	134		00	22	00

	116		00	18	03
	117		00	23	55
	118		00	43	55
	113		00	18	70
	120		00	13	21
	112		00	41	77
	109		00	22	60
	रास्ता		00	02	98
	107		00	18	97
	106		00	13	45
	नगरोल नदी		00	11	03
रामतीर	नाला		00	00	77
	137		00	38	72
	118		00	07	76
	कच्चा रास्ता		00	00	77
	119		00	43	44
	121		00	02	08
	116		00	31	26
	115		00	43	15
	रास्ता		00	02	63
सुराने	132		00	38	71
	नाला		00	00	68
	134		00	36	33
	133		00	05	82
	115		00	15	70
	116		00	18	74
	119		00	11	07
	122		00	09	07
	121		00	02	83
	230		00	09	99
	93		00	00	43
	97		00	31	25
	96		00	11	05
	95		00	26	05
	94		00	29	30
	98		00	30	50
	99		00	10	40
	नाला		00	03	03

	65		00	20	40
	63		00	44	91
	55		00	39	58
	54		00	35	73
	31		00	23	72
	रास्ता		00	02	88
	32		00	12	51
	24		00	14	25
	23		00	08	37
	22		00	08	76
	196		00	13	51
	200		00	23	28
	201		00	03	33
	नदी		00	01	28

[फा. सं. आर-25011/41/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2218.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Baglan	District:- Nashik		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Jaypur	111		00	88	45
	102		00	14	95
	103		00	27	58
	104		00	34	94

	105		00	31	34
	106		00	01	89
	108		00	00	32
	107		00	55	41
	Nala		00	03	76
	97		00	24	64
	110		00	43	83
	114		00	08	86
	113		00	18	19
	115		00	42	17
	Cart Track		00	00	73
	Cart Track		00	00	65
	116		00	18	68
Wadipisol	123		00	65	28
	124		00	16	97
	121		00	05	63
	144		00	38	57
	159		00	00	49
	147		00	35	11
	158		00	24	31
	157		00	39	57
	156		00	12	67
	151		00	17	92
	154		00	32	18
Ekalhare	182		00	33	81
	183		00	00	27
	Nala		00	04	03
	181		00	20	71
	Nala		00	12	81
	185		00	03	66
	186		00	40	00
	Unlined Canal		00	05	04
	153		00	19	12
	154		00	43	83
	Nala		00	01	31
	145		00	16	42
	142		00	43	95
	Nala		00	02	86
	130		00	23	73
	131		00	35	15
	Murram Road		00	01	70

	132		00	29	23
	128		00	12	62
	99		00	22	91
	98		00	54	80
	97		00	15	74
	96		00	00	67
	95		00	14	80
	94		00	17	54
	92		00	19	92
	90		00	28	08
Bramhanpade	213		00	08	18
	206		00	48	87
	Cart Track		00	03	06
	203		00	13	85
	204		00	15	10
	200		00	21	96
	190		00	47	12
	189		00	03	73
	186		00	42	92
	185		00	01	45
	Asphalt Road		00	05	09
	184		00	02	47
	283		00	33	10
	279		00	04	46
	280		00	25	07
	285		00	42	95
	288		00	33	94
	289		00	50	09
	Nala		00	02	47
Waghale	Nala		00	03	60
	295		00	03	62
	290		00	40	89
	289		00	00	20
	287		00	33	81
	283		00	30	64
	280		00	05	67
	Metal Road		00	01	33
	284		00	17	16
	Cart Track		00	01	27
	275		00	06	76
	307		00	46	52

	316		00	23	52
	315		00	35	67
	314		00	20	12
	313		00	09	89
	312		00	09	80
	321		00	26	54
Rajpurpade	Nala		00	00	47
	Metal Road		00	02	19
	50		00	47	38
	Canal		00	01	90
	49		00	00	87
	Field Canal		00	01	32
	51		00	13	28
	47		00	14	75
	46		00	11	43
	45		00	00	63
	44A		00	36	15
	25		00	03	73
	101		00	13	06
	102		00	18	76
	103		00	23	77
	Cart Track		00	00	64
	124		00	15	66
	125		00	14	62
	Metal Road		00	03	05
	118		00	00	70
	117		00	06	59
	126		00	15	14
	127		00	19	10
	128		00	00	20
	129		00	00	20
	132		00	01	01
	133		00	05	46
	134		00	05	56
	137		00	22	22
	138		00	12	00
	139		00	20	79
	Asphalt Road		00	02	42
	255		00	22	86
	236		00	09	92
	247		00	00	24

	248		00	08	98
	249		00	01	12
	Mosam River		00	08	77
Dyane	Mosam River		00	04	89
	115		00	30	21
	117		00	16	49
	118		00	10	75
	120		00	34	73
	121		00	00	20
	111		00	31	72
	SH-20		00	00	68
	159		00	31	02
	153		00	02	66
	163		00	04	55
	161		00	05	78
	162		00	10	72
	172		00	12	44
	173		00	01	48
	174		00	10	59
	171		00	13	97
	177		00	10	10
	478		00	31	54
	475		00	10	03
	474		00	09	41
	467		00	12	70
	473		00	04	09
	472		00	00	36
	469		00	13	88
	470		00	18	67
	454		00	06	34
	Cart Track		00	01	58
	361		00	16	69
	363		00	25	27
	294		00	03	29
	367		00	15	65
	293		00	08	86
	292		00	09	74
	Metal Road		00	00	75
	286		00	24	87
	291		00	00	32
	290		00	06	69

	289		00	06	49
	288		00	03	29
	287		00	35	61
	278		00	13	35
	Cart Track		00	01	22
	277		00	15	95
	Nala		00	03	77
Nampur	Nala		00	02	55
	Cart Track		00	02	07
	416		00	45	73
	383		00	01	61
	386		00	02	39
	387		00	14	83
	388		00	13	41
	389		00	15	97
	374		00	00	20
	391		00	01	35
	392		00	12	66
	393		00	09	04
	394		00	10	68
	372		00	14	16
	371		00	00	20
	370		00	10	28
	369		00	10	85
	349		00	05	22
	365		00	09	39
	1056		00	15	09
	364		00	03	51
	357		00	12	77
	356		00	11	56
	355		00	11	49
	354		00	10	89
	322		00	01	20
	289		00	21	24
	290		00	32	06
	245		00	10	26
	Asphalt Road		00	12	12
	293		00	31	67
	294		00	03	07
	225		00	00	20
	224		00	10	73

	223		00	29	19
	222		00	17	87
	216		00	02	20
	220		00	12	77
	219		00	16	78
	218		00	16	35
	217		00	03	00
	Nala		00	18	77
	221		00	52	12
	161		00	00	89
	164		00	41	29
	167		00	02	84
	168		00	17	91
	169		00	14	27
	170		00	10	43
	171		00	04	24
	155		00	22	89
	154		00	02	50
	153		00	16	51
Nalkas	55		00	16	71
	47		00	06	43
	56		00	07	13
	40		00	09	58
	41		00	08	04
	39		00	20	56
	38		00	29	93
	58		00	04	46
	Nala		00	02	60
	13		00	20	23
	87		00	00	20
	88		00	05	30
	89		00	15	70
	90		00	19	76
	91		00	35	51
	Asphalt Road		00	03	33
	101		00	35	29
	102		00	16	96
	103		00	16	88
	109		00	21	96
	110		00	31	62
	117		00	13	27

	116		00	29	07
	Nala		00	01	62
Sarade	Nala		00	00	99
	234		00	34	75
	Metal Road		00	02	63
	235		00	15	67
	231		00	37	51
	230		00	19	08
	229		00	06	62
	217		00	50	78
	210		00	00	20
	218		00	02	14
	209		00	32	72
	208		00	29	29
	Nala		00	03	65
	207		00	53	94
	Asphalt Road		00	02	34
	134		00	22	00
	116		00	18	03
	117		00	23	55
	118		00	43	55
	113		00	18	70
	120		00	13	21
	112		00	41	77
	109		00	22	60
	Murram Road		00	02	98
	107		00	18	97
	106		00	13	45
	Nagrol Nadi		00	11	03
Ramtir	Nala		00	00	77
	137		00	38	72
	118		00	07	76
	Cart Track		00	00	77
	119		00	43	44
	121		00	02	08
	116		00	31	26
	115		00	43	15
	Metal Road		00	02	63
Surane	132		00	38	71
	Nala		00	00	68
	134		00	36	33

	133		00	05	82
	115		00	15	70
	116		00	18	74
	119		00	11	07
	122		00	09	07
	121		00	02	83
	230		00	09	99
	93		00	00	43
	97		00	31	25
	96		00	11	05
	95		00	26	05
	94		00	29	30
	98		00	30	50
	99		00	10	40
	Nala		00	03	03
	65		00	20	40
	63		00	44	91
	55		00	39	58
	54		00	35	73
	31		00	23	72
	Asphalt Road		00	02	88
	32		00	12	51
	24		00	14	25
	23		00	08	37
	22		00	08	76
	196		00	13	51
	200		00	23	28
	201		00	03	33
	River		00	01	28

[F. No. R-25011/41/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2219.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूचि में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:-येवला	जिला:- नासिक		राज्य:- महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लॉक / सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
वसंतनगर	कच्चा रास्ता		00	00	55
	21		00	40	78
	18		00	01	72
	22		00	00	20
	25		00	36	75
	24		00	06	56
	26		00	35	32
	27		00	54	25
	14		00	58	36
	कच्चा रास्ता		00	03	75
	13		00	92	50
	31		00	55	26
	कच्चा रास्ता		00	00	63
	32		00	10	60
	33		00	76	96
	1		00	79	52
	नाला		00	01	75
	4		00	74	03
	रास्ता		00	03	67
अनकाई	442		00	34	98
	405		00	24	50
	400		00	68	32
	नाला		00	01	44
	399		00	35	18
	कच्चा रास्ता		00	02	31
	365		00	00	20
	366		00	24	37
	367		00	14	81
	368		00	05	26

	370		00	34	89
	नाला		00	03	10
	रास्ता		00	02	55
	372		00	24	38
	373		00	12	78
	374		00	56	14
	271		00	54	24
	268		00	05	31
	272		00	23	11
	273		00	05	89
	277		00	72	29
	रास्ता		00	02	37
	237 / अ		00	02	51
	237		00	02	43
	237 / ब		00	05	90
	233		00	11	17
	234		00	41	36
	216		00	00	20
	215		00	40	03
	212		00	18	42
	208		00	25	63
	211		00	01	09
	209		00	15	94
	210		00	36	17
	रास्ता		00	03	59
	203		00	38	37
	204		00	32	57
	रास्ता		00	02	99
	196		00	01	34
	कच्चा रास्ता		00	01	81
	201		00	10	84
	192		00	21	54
	नाला		00	03	61
	189		00	33	57
	188		00	56	34
	नाला		00	02	37
कुसुर	10		00	39	50
	11		00	19	01

	12	00	11	92
	13	00	11	45
	14	00	39	10
	नाला	00	02	10
	25	00	11	06
	नाला	00	04	91
	24	00	07	13
	34	00	09	63
	39	00	01	78
	38	00	10	02
	35	00	05	14
	37	00	22	78
	51	00	10	40
	50	00	12	16
	49	00	21	24
	48	00	20	50
	67	00	18	49
	68	00	31	48
	69	00	14	51
	64	00	15	52
	63	00	00	65
	रास्ता	00	04	38
	102	00	09	02
	कच्चा रास्ता	00	02	19
	103	00	24	14
	111	00	25	86
	110	00	35	64
	142	00	03	76
	143	00	07	83
	144	00	10	91
	145	00	43	90
	नाला	00	01	23
	146	00	14	38
	147	00	06	67
	148	00	03	44
	149	00	07	36
	151	00	02	97
	152	00	02	10

	153		00	02	58
	154		00	00	80
	नहर		00	02	74
	155		00	00	51
कुसमाड़ी	नहर		00	01	35
	433 पैकी		00	25	76
	रास्ता		00	01	79
	400		00	23	42
	399		00	23	42
	394		00	26	49
	393		00	17	68
	391		00	10	43
	390		00	11	74
	389		00	07	99
	387		00	08	45
	385		00	29	30
	382		00	00	20
	379		00	03	59
	दक्षिण रेल्वे		00	05	39
	378		00	03	43
	374		00	31	16
	373		00	00	71
	368		00	04	33
	367		00	09	89
	363		00	22	68
	364		00	25	37
	362		00	00	35
	359		00	16	29
	रास्ता		00	07	13
धामोड़े	रास्ता		00	01	51
	कच्चा रास्ता		00	00	75
	72		00	25	00
	77		00	03	45
	78		00	12	55
	79		00	13	42
	82		00	05	82
	84		00	08	41
	87		00	09	31

	89		00	17	01
	कच्चा रास्ता		00	02	32
	90		00	30	78
	91		00	50	93
	94		00	46	14
	112		00	05	45
	नाला		00	04	16
	145		00	01	69
	144		00	05	48
	131		00	12	29
	130		00	11	75
	रास्ता		00	02	85
	227		00	11	27
	230		00	14	24
	229		00	09	33
	228		00	29	36
	कच्चा रास्ता		00	00	49
	237		00	13	32
	236		00	15	28
	333		00	30	29
	255		00	21	40
	कच्चा रास्ता		00	00	53
	268		00	14	57
	269		00	00	20
	रास्ता		00	06	63
	329		00	32	31
	328		00	51	54
	319		00	06	64
	279		00	01	37
	280		00	15	71
	281		00	11	09
	282		00	07	13
	288		00	33	28
	289		00	13	64
	316		00	44	56
	293		00	04	70
	315		00	00	20
	294		00	15	64

	295		00	12	33
	296		00	07	35
	297		00	06	96
	298		00	07	39
	300		00	04	34
	रास्ता		00	03	90
	299		00	41	93
गणेशपुर	48		00	15	49
	49		00	01	68
नगरसुल	1046		00	09	98
	1045		00	30	85
	1043		00	23	02
	1042		00	10	93
	1041		00	05	58
	1040		00	06	51
	1039		00	04	16
	1038		00	12	49
मातुलठाण	243		00	48	33
	247		00	29	54
	250		00	15	74
	251		00	11	99
	253		00	02	77
	240		00	26	07
	239		00	11	75
	237		00	13	63
	236		00	02	58
	256 / अ		00	22	45
	228		00	53	24
	227		00	04	64
	एस एच-26		00	02	91
	212		00	01	40
	नाला		00	04	05
	210		00	27	33
	211		00	12	02
	214		00	02	07
	213		00	09	49
	214 पैकी		00	11	15
	221		00	22	75

	नाला		00	12	03
	173		00	09	42
	160		00	00	91
	162		00	17	02
	161		00	12	01
	159		00	59	19
	158		00	11	85
	153		00	08	45
	152		00	29	65
बल्हेगांव	कच्चा रास्ता		00	01	15
	17		00	03	14
	रास्ता		00	04	34
	18		00	46	88
	20		00	51	43
	नाला		00	04	39
	51		00	00	54
	50		00	37	08
	48		00	33	39
	46		00	12	91
	47		00	35	62
	43		00	46	75
	55		00	01	72
	42		00	00	44
	56		00	58	39
	नहर		00	07	55
	रास्ता		00	03	22
	58		00	33	14
	नाला		00	06	05
	59		00	31	43
	60		00	29	19
	61		00	04	10
	नहर		00	03	53
धामणगांव	117		00	02	58
	116		00	12	09
	एम डी आर-31		00	04	28
	114		00	00	20
	115		00	30	63
	99		00	33	03

	98		00	19	90
	100		00	04	03
	94		00	65	96
	93		00	00	20
	86		00	11	26
	87		00	17	01
	रास्ता		00	02	31
	88		00	14	22
	69		00	14	66
	68		00	47	16
	नाला		00	03	15
अंदरसुल	रास्ता		00	01	29
	861		00	00	28
	862		00	43	74
	नाला		00	03	15
	863		00	39	71
	864		00	28	68
	870		00	09	17
	नाला		00	02	33
	869		00	03	10
	867		00	51	45
	866		00	02	97
	एस एच-30		00	09	12
	824		00	42	82
	823		00	39	20
	822		00	30	50
	छोटी नहर		00	01	43
	749		00	26	99
	754		00	19	87
	नाला		00	01	44
	753		00	35	41
	752		00	34	37
	743		00	13	66
	रास्ता		00	02	82
	756		00	05	37
	757		00	02	70
	छोटी नहर		00	02	34
	रास्ता		00	03	19

	720		00	45	45
	721		00	01	57
	724		00	38	56
	723		00	48	25
	रास्ता		00	03	24
	नहर		00	00	78
	624		00	48	16
	623		00	63	60
	रास्ता		00	03	30
	589		00	34	84
	588		00	48	74
	नहर		00	04	16
	587		00	22	94
	582		00	03	71
	583		00	24	60
	586		00	31	81
	585		00	45	37
	रास्ता		00	05	17
	480		00	25	27
	नहर		00	03	72
	481		00	15	82
	482		00	42	74
	529		00	49	25
	528		00	07	11
	526		00	01	67
	527		00	50	09
	कच्चा रास्ता (525)		00	00	78
	524		00	13	04
	523		00	07	91
	522		00	06	76
	521		00	33	56
	रास्ता		00	01	15
	520		00	09	52
	519		00	00	64
	517		00	10	38
	518		00	00	20
	रास्ता		00	02	02
बोकटे	200		00	20	24

	198		00	20	16
	197 / 4		00	20	38
	197 / 5		00	21	11
	196		00	26	81
	रास्ता		00	00	36
	रास्ता		00	03	78
	177		00	41	30
	129		00	40	62
	नाला		00	01	53
	128		00	27	00
	कच्चा रास्ता		00	01	59
	132		00	61	40
	133		00	19	44
	134		00	16	29
	135		00	08	46
	136		00	09	14
	137		00	09	48
	रास्ता		00	02	49
	71		00	02	74
	70		00	33	23
	69		00	23	49
	नाला		00	01	59
	67		00	17	26
	66		00	17	51
	64		00	35	31
दुगलगांव	रास्ता		00	01	43
	143		00	05	35
	142		00	00	49
	141		00	13	59
	148		00	09	41
	138		00	11	71
	137		00	07	38
	151		00	35	11
	152		00	15	73
	रास्ता		00	02	66
	35		00	12	03
	36		00	03	28
	नाला		00	07	19

	34		00	28	58
	32		00	44	11
	33		00	00	20
	31		00	09	17

[फा. सं. आर-25011/41/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2219.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B. Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul Nandgaon Road, Manmad – 423104, Maharashtra within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Yeola	District:- Nashik		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Vasantnagar	Cart Track		00	00	55
	21		00	40	78
	18		00	01	72
	22		00	00	20
	25		00	36	75
	24		00	06	56
	26		00	35	32
	27		00	54	25
	14		00	58	36
	Cart Track		00	03	75
	13		00	92	50
	31		00	55	26
	Cart Track		00	00	63
	32		00	10	60
	33		00	76	96

	1		00	79	52
	1 Nala		00	01	75
	4		00	74	03
	Road		00	03	67
Ankai	442		00	34	98
	405		00	24	50
	400		00	68	32
	Nala		00	01	44
	399		00	35	18
	Cart Track		00	02	31
	365		00	00	20
	366		00	24	37
	367		00	14	81
	368		00	05	26
	370		00	34	89
	Nala		00	03	10
	Road		00	02	55
	372		00	24	38
	373		00	12	78
	374		00	56	14
	271		00	54	24
	268		00	05	31
	272		00	23	11
	273		00	05	89
	277		00	72	29
	Road		00	02	37
	237/A		00	02	51
	237		00	02	43
	237/B		00	05	90
	233		00	11	17
	234		00	41	36
	216		00	00	20
	215		00	40	03
	212		00	18	42
	208		00	25	63
	211		00	01	09
	209		00	15	94
	210		00	36	17
	Road		00	03	59
	203		00	38	37
	204		00	32	57

	Road		00	02	99
	196		00	01	34
	CT		00	01	81
	201		00	10	84
	192		00	21	54
	Nala		00	03	61
	189		00	33	57
	188		00	56	34
	Nala		00	02	37
Kusur	10		00	39	50
	11		00	19	01
	12		00	11	92
	13		00	11	45
	14		00	39	10
	Nala		00	02	10
	25		00	11	06
	Nala		00	04	91
	24		00	07	13
	34		00	09	63
	39		00	01	78
	38		00	10	02
	35		00	05	14
	37		00	22	78
	51		00	10	40
	50		00	12	16
	49		00	21	24
	48		00	20	50
	67		00	18	49
	68		00	31	48
	69		00	14	51
	64		00	15	52
	63		00	00	65
	Road		00	04	38
	102		00	09	02
	Cart Track		00	02	19
	103		00	24	14
	111		00	25	86
	110		00	35	64
	142		00	03	76
	143		00	07	83
	144		00	10	91

	145		00	43	90
	Nala		00	01	23
	146		00	14	38
	147		00	06	67
	148		00	03	44
	149		00	07	36
	151		00	02	97
	152		00	02	10
	153		00	02	58
	154		00	00	80
	Canal		00	02	74
	155		00	00	51
Kusmadi	Unlined Canal		00	01	35
	433 Paiky		00	25	76
	Asphalt Road		00	01	79
	400		00	23	42
	399		00	23	42
	394		00	26	49
	393		00	17	68
	391		00	10	43
	390		00	11	74
	389		00	07	99
	387		00	08	45
	385		00	29	30
	382		00	00	20
	379		00	03	59
	Southern Railway Main Line		00	05	39
	378		00	03	43
	374		00	31	16
	373		00	00	71
	368		00	04	33
	367		00	09	89
	363		00	22	68
	364		00	25	37
	362		00	00	35
	359		00	16	29
	Asphalt Road		00	07	13
Dhamode	Asphalt Road		00	01	51
	Field Cart Track		00	00	75
	72		00	25	00

	77		00	03	45
	78		00	12	55
	79		00	13	42
	82		00	05	82
	84		00	08	41
	87		00	09	31
	89		00	17	01
	Cart Track		00	02	32
	90		00	30	78
	91		00	50	93
	94		00	46	14
	112		00	05	45
	Nala		00	04	16
	145		00	01	69
	144		00	05	48
	131		00	12	29
	130		00	11	75
	Asphalted Road		00	02	85
	227		00	11	27
	230		00	14	24
	229		00	09	33
	228		00	29	36
	Cart Track		00	00	49
	237		00	13	32
	236		00	15	28
	333		00	30	29
	255		00	21	40
	Cart Track		00	00	53
	268		00	14	57
	269		00	00	20
	Metal Road		00	06	63
	329		00	32	31
	328		00	51	54
	319		00	06	64
	279		00	01	37
	280		00	15	71
	281		00	11	09
	282		00	07	13
	288		00	33	28
	289		00	13	64
	316		00	44	56

	293		00	04	70
	315		00	00	20
	294		00	15	64
	295		00	12	33
	296		00	07	35
	297		00	06	96
	298		00	07	39
	300		00	04	34
	Asphalted Road		00	03	90
	299		00	41	93
Ganeshpur	48		00	15	49
	49		00	01	68
Nagarsul	1046		00	09	98
	1045		00	30	85
	1043		00	23	02
	1042		00	10	93
	1041		00	05	58
	1040		00	06	51
	1039		00	04	16
	1038		00	12	49
Matulthan	243		00	48	33
	247		00	29	54
	250		00	15	74
	251		00	11	99
	253		00	02	77
	240		00	26	07
	239		00	11	75
	237		00	13	63
	236		00	02	58
	256/A		00	22	45
	228		00	53	24
	227		00	04	64
	SH-26		00	02	91
	212		00	01	40
	Nala		00	04	05
	210		00	27	33
	211		00	12	02
	214		00	02	07
	213		00	09	49
	214 Paiky		00	11	15
	221		00	22	75

	Nala		00	12	03
	173		00	09	42
	160		00	00	91
	162		00	17	02
	161		00	12	01
	159		00	59	19
	158		00	11	85
	153		00	08	45
	152		00	29	65
Balhegaon	Field Cart Track		00	01	15
	17		00	03	14
	Asphalted Road		00	04	34
	18		00	46	88
	20		00	51	43
	Nala		00	04	39
	51		00	00	54
	50		00	37	08
	48		00	33	39
	46		00	12	91
	47		00	35	62
	43		00	46	75
	55		00	01	72
	42		00	00	44
	56		00	58	39
	Unlined Canal		00	07	55
	Metal Road		00	03	22
	58		00	33	14
	Nala		00	06	05
	59		00	31	43
	60		00	29	19
	61		00	04	10
	Unlined Canal		00	03	53
Dhamangaon	117		00	02	58
	116		00	12	09
	MDR - 31		00	04	28
	114		00	00	20
	115		00	30	63
	99		00	33	03
	98		00	19	90
	100		00	04	03
	94		00	65	96

	93		00	00	20
	86		00	11	26
	87		00	17	01
	Metal Road		00	02	31
	88		00	14	22
	69		00	14	66
	68		00	47	16
	Nala		00	03	15
Andarsul	Metal Road		00	01	29
	861		00	00	28
	862		00	43	74
	Nala		00	03	15
	863		00	39	71
	864		00	28	68
	870		00	09	17
	Nala		00	02	33
	869		00	03	10
	867		00	51	45
	866		00	02	97
	SH-30		00	09	12
	824		00	42	82
	823		00	39	20
	822		00	30	50
	Minor Canal		00	01	43
	749		00	26	99
	754		00	19	87
	Nala		00	01	44
	753		00	35	41
	752		00	34	37
	743		00	13	66
	Asphalted Road		00	02	82
	756		00	05	37
	757		00	02	70
	Minor Unlined Canal		00	02	34
	Asphalted Road		00	03	19
	720		00	45	45
	721		00	01	57
	724		00	38	56
	723		00	48	25
	Asphalted Road		00	03	24

	Unlined Drain		00	00	78
	624		00	48	16
	623		00	63	60
	Asphalted Road		00	03	30
	589		00	34	84
	588		00	48	74
	Unlined Canal		00	04	16
	587		00	22	94
	582		00	03	71
	583		00	24	60
	586		00	31	81
	585		00	45	37
	Asphalted Road		00	05	17
	480		00	25	27
	Unlined Canal		00	03	72
	481		00	15	82
	482		00	42	74
	529		00	49	25
	528		00	07	11
	526		00	01	67
	527		00	50	09
	Field Cart Track (525)		00	00	78
	524		00	13	04
	523		00	07	91
	522		00	06	76
	521		00	33	56
	Metal Road		00	01	15
	520		00	09	52
	519		00	00	64
	517		00	10	38
	518		00	00	20
	Metal Road		00	02	02
Bokate	200		00	20	24
	198		00	20	16
	197/4		00	20	38
	197/5		00	21	11
	196		00	26	81
	Foot Path		00	00	36
	Asphalted Road		00	03	78
	177		00	41	30
	129		00	40	62

	Nala		00	01	53
	128		00	27	00
	Field Cart Track		00	01	59
	132		00	61	40
	133		00	19	44
	134		00	16	29
	135		00	08	46
	136		00	09	14
	137		00	09	48
	Asphalted Road		00	02	49
	71		00	02	74
	70		00	33	23
	69		00	23	49
	Nala		00	01	59
	67		00	17	26
	66		00	17	51
	64		00	35	31
Dugalgaon	Metal Road		00	01	43
	143		00	05	35
	142		00	00	49
	141		00	13	59
	148		00	09	41
	138		00	11	71
	137		00	07	38
	151		00	35	11
	152		00	15	73
	Asphalted Road		00	02	66
	35		00	12	03
	36		00	03	28
	Nala		00	07	19
	34		00	28	58
	32		00	44	11
	33		00	00	20
	31		00	09	17

[F. No. R-25011/41/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2220.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—नवापुर	जिला:— नंदुरबार		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे/ब्लाक/ सं. (प्लोट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
लकडकोट	47		00	19	48
	48		00	24	23
	49		00	35	86
	56		00	15	18
	55		00	56	67
	रास्ता		00	01	32
	54		00	39	56
बंधारफली	नाला		00	04	28
	रास्ता		00	02	42
	13		00	47	95
	14		00	24	52
	12		00	02	93
	15		00	43	67
	16		00	01	76
	9		00	00	31
	17		00	68	87
	रास्ता		00	01	36
	41		00	55	79
	40		00	04	34
	22		00	84	98
	29		00	00	24

	26		00	33	94
	25		00	26	70
	24		00	12	17
वाकीपाडा	15		00	24	95
	रास्ता		00	05	44
	47		00	41	49
	13		00	06	45
	11		00	50	10
	10		00	45	40
	9		00	27	78
	8		00	20	55
	6		00	00	20
	7		00	47	45
	4		00	21	67
	3		00	17	60
	2		00	19	12
	1		00	01	96
करंजी खुर्द	25		00	55	40
	नाला		00	04	47
	रास्ता		00	03	28
	कच्चा रास्ता		00	05	25
	27		00	13	17
	28		00	15	94
	29		00	41	38
	कच्चा रास्ता		00	00	95
	30		00	00	38
नवापुर एम सी आइ	208		00	38	25
	207		00	10	43
	206		00	19	10
	205		00	10	12
	204		00	22	01
	203		00	32	03
	200		00	40	24
	200—रास्ता		00	04	67
	188		00	37	93
	189		00	03	69
	187		00	16	59
	185		00	11	59

	186		00	21	45
	183		00	33	44
	183—नाला		00	02	40
	रास्ता		00	03	93
	182		00	43	29
	नदी		00	12	18
	178		00	20	96
	174		00	00	20
	177		00	42	41
	176		00	34	85
	171		00	15	99
	170		00	34	75
	169		00	23	12
	168		00	00	20
विजापुर	44		00	23	51
	46		00	25	10
	47		00	05	27
	51		00	35	02
	नाला		00	04	20
	50		00	28	89
नादवण	34		00	13	79
	35		00	15	27
	36		00	36	70
	36—नाला		00	01	43
	44—नाला		00	07	81
	44		00	40	26
	64		00	31	28
	रास्ता		00	01	85
	78		00	15	35
	79		00	36	39
	82		00	19	25
	82—नाला		00	01	24
	84		00	29	95
	रास्ता		00	03	21
नवापाडा	103		00	13	87
	104		00	21	72
	105		00	22	26
	107		00	38	82

	95		00	12	27
	51		00	18	06
	52		00	27	05
	50		00	03	88
	53		00	18	83
	रास्ता		00	03	41
	55		00	40	32
	रास्ता		00	01	80
	62		00	52	19
	63		00	47	59
	85		00	34	95
	रास्ता		00	02	55
	82		00	33	69
	नाला		00	01	94
	83		00	18	56
	80		00	29	26
	रास्ता		00	06	13
	79		00	31	84
सुली	67		00	05	12
	63		00	50	18
	63—नाला		00	00	99
	62		00	31	80
	34		00	12	24
	रास्ता		00	02	68
	33		00	34	55
	32		00	05	55
	36		00	45	32
	नाला		00	07	48
	37		00	36	93
	39		00	63	18
	40		00	39	26
	रास्ता		00	02	06
	225		00	20	79
	224		00	13	89
	223		00	12	96
	207		00	00	20
	222		00	03	46
	208		00	11	50

	209		00	16	62
	210		00	32	82
	211		00	45	00
	211—नाला		00	03	55
	211—रास्ता		00	02	03
	213		00	00	20
	214		00	11	86
	रयानगन्नाडा नदी		00	07	41

[फा. सं. आर-25011/43/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2220.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar - Solapur Pipeline Project under Koyali - Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul Nandgaon Road, Manmad - 423104, Maharashtra within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Navapur	District:- Nandurbar		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Lakkadkot	47		00	19	48
	48		00	24	23
	49		00	35	86
	56		00	15	18
	55		00	56	67
	Asphalt Road		00	01	32
	54		00	39	56
Bandharfali	Nala		00	04	28
	Road		00	02	42
	13		00	47	95

	14		00	24	52
	12		00	02	93
	15		00	43	67
	16		00	01	76
	9		00	00	31
	17		00	68	87
	Road		00	01	36
	41		00	55	79
	40		00	04	34
	22		00	84	98
	29		00	00	24
	26		00	33	94
	25		00	26	70
	24		00	12	17
Wakipada	15		00	24	95
	Road		00	05	44
	47		00	41	49
	13		00	06	45
	11		00	50	10
	10		00	45	40
	9		00	27	78
	8		00	20	55
	6		00	00	20
	7		00	47	45
	4		00	21	67
	3		00	17	60
	2		00	19	12
	1		00	01	96
Karanji Khurd	25		00	55	40
	Nala		00	04	47
	Road		00	03	28
	Cart Track		00	05	25
	27		00	13	17
	28		00	15	94
	29		00	41	38
	Cart Track		00	00	95
	30		00	00	38
Navapur MCI	208		00	38	25
	207		00	10	43
	206		00	19	10
	205		00	10	12

	204		00	22	01
	203		00	32	03
	200		00	40	24
	200-Road		00	04	67
	188		00	37	93
	189		00	03	69
	187		00	16	59
	185		00	11	59
	186		00	21	45
	183		00	33	44
	183-Nala		00	02	40
	Road		00	03	93
	182		00	43	29
	River		00	12	18
	178		00	20	96
	174		00	00	20
	177		00	42	41
	176		00	34	85
	171		00	15	99
	170		00	34	75
	169		00	23	12
	168		00	00	20
Vijapur	44		00	23	51
	46		00	25	10
	47		00	05	27
	51		00	35	02
	Nala		00	04	20
	50		00	28	89
Nandvan	34		00	13	79
	35		00	15	27
	36		00	36	70
	36-Nala		00	01	43
	44-Nala		00	07	81
	44		00	40	26
	64		00	31	28
	Road		00	01	85
	78		00	15	35
	79		00	36	39
	82		00	19	25
	82-Nala		00	01	24
	84		00	29	95

	Road		00	03	21
Navapada	103		00	13	87
	104		00	21	72
	105		00	22	26
	107		00	38	82
	95		00	12	27
	51		00	18	06
	52		00	27	05
	50		00	03	88
	53		00	18	83
	Road		00	03	41
	55		00	40	32
	Road		00	01	80
	62		00	52	19
	63		00	47	59
	85		00	34	95
	Road		00	02	55
	82		00	33	69
	Nala		00	01	94
	83		00	18	56
	80		00	29	26
	Road		00	06	13
	79		00	31	84
Suli	67		00	05	12
	63		00	50	18
	63-Nala		00	00	99
	62		00	31	80
	34		00	12	24
	Road		00	02	68
	33		00	34	55
	32		00	05	55
	36		00	45	32
	Nala		00	07	48
	37		00	36	93
	39		00	63	18
	40		00	39	26
	Road		00	02	06
	225		00	20	79
	224		00	13	89
	223		00	12	96
	207		00	00	20

	222		00	03	46
	208		00	11	50
	209		00	16	62
	210		00	32	82
	211		00	45	00
	211-Nala		00	03	55
	211-Road		00	02	03
	213		00	00	20
	214		00	11	86
	Rayangannada River		00	07	41

[F. No. R-25011/43/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2221.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूचि में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:-नवापुर	जिला:- नंदुरबार		राज्य:- महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लॉक / सं. (प्लॉट सं.)	सब-डीव-सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
कोलडे	नाला		00	09	39
	206		00	82	88
	208		00	00	44
	204		00	36	89
	203		00	25	47
	रास्ता		00	02	70
करंजी बुद्रुक	नाला		00	03	35
	161		00	00	20

	163		00	29	14
	164		00	12	94
	166		00	37	50
	165		00	11	09
	रास्ता		00	01	26
	168		00	18	61
	169		00	10	23
	171		00	22	60
	173		00	40	66
	174		00	16	37
	कच्चा रास्ता		00	00	54
	176		00	45	45
	177		00	36	54
	कच्चा रास्ता		00	01	05
	182		00	34	27
	रास्ता		00	02	22
	181		00	40	02
	नाला		00	02	09
	9		00	18	57
	8		00	36	34
	13		00	23	68
	कच्चा रास्ता		00	01	55
	14		00	44	94
	7		00	00	68
	कच्चा रास्ता		00	00	66
	15		00	00	21
	रास्ता		00	02	74
	6		00	03	21
	5		00	02	63
	4		00	19	24
	23		00	31	69
	33		00	13	61
	32		00	33	10
	35		00	17	56
	36		00	18	01
	52		00	01	97
	रास्ता		00	02	99
	53		00	47	35

	नाला		00	01	16
	54		00	24	38
	55		00	14	00
	56		00	09	21
	59		00	34	51
बोरपाडा	290		00	02	35
	288 / 2		00	23	38
	222		00	22	56
	224		00	03	93
	223		00	23	38
	225		00	02	49
	226		00	18	18
	234 / 2		00	14	27
	234 / 1		00	17	68
	236		00	06	48
	233		00	00	20
	239		00	41	91
	238		00	20	51
	269		00	02	73
	268		00	27	09
	265		00	38	94
कामोद	75		00	31	61
	रास्ता		00	02	58
	74		00	10	81
	नाला		00	13	19
	73		00	11	91
	72		00	13	82
	71		00	19	13
	70		00	35	77
	65		00	18	13
	66		00	12	16
	69		00	40	42
	68		00	55	91
	67		00	00	20
	188		00	58	37
	189		00	30	10
	190		00	28	69
	रास्ता		00	00	63

	191		00	21	82
	192		00	21	71
	199		00	22	25
	200		00	30	72
	201		00	29	74
	202		00	48	63
	212		00	52	40
	211		00	60	39
	26		00	59	82
	21		00	22	49
	कच्चा रास्ता		00	01	54
	20/2		00	00	31
	22		00	51	53
	नाला		00	03	49
	15/2		00	00	89
	15/3		00	20	72
	14		00	48	69
	रास्ता		00	02	80
	12		00	09	88
	24		00	10	99
	27		02	23	70
कोटखांब	5		00	61	87
खोकसे	72		00	20	60

[फा. सं. आर-25011/43/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2221.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B. Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Navapur	District:- Nandurbar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Kolde	Nala		00	09	39
	206		00	82	88
	208		00	00	44
	204		00	36	89
	203		00	25	47
	Asphalt Road		00	02	70
Karanji Budruk	Nala		00	03	35
	161		00	00	20
	163		00	29	14
	164		00	12	94
	166		00	37	50
	165		00	11	09
	Metal Road		00	01	26
	168		00	18	61
	169		00	10	23
	171		00	22	60
	173		00	40	66
	174		00	16	37
	Cart Track		00	00	54
	176		00	45	45
	177		00	36	54
	Cart Track		00	01	05
	182		00	34	27
	Metal Road		00	02	22
	181		00	40	02
	Nala		00	02	09
	9		00	18	57
	8		00	36	34
	13		00	23	68
	Cart Track		00	01	55
	14		00	44	94
	7		00	00	68
	Cart Track		00	00	66
	15		00	00	21
	Asphalt Road		00	02	74

	6		00	03	21
	5		00	02	63
	4		00	19	24
	23		00	31	69
	33		00	13	61
	32		00	33	10
	35		00	17	56
	36		00	18	01
	52		00	01	97
	Asphalt Road		00	02	99
	53		00	47	35
	Nala		00	01	16
	54		00	24	38
	55		00	14	00
	56		00	09	21
	59		00	34	51
Borpada	290		00	02	35
	288/2		00	23	38
	222		00	22	56
	224		00	03	93
	223		00	23	38
	225		00	02	49
	226		00	18	18
	234/2		00	14	27
	234/1		00	17	68
	236		00	06	48
	233		00	00	20
	239		00	41	91
	238		00	20	51
	269		00	02	73
	268		00	27	09
	265		00	38	94
Kamod	75		00	31	61
	Road		00	02	58
	74		00	10	81
	Nala		00	13	19
	73		00	11	91
	72		00	13	82

	71		00	19	13
	70		00	35	77
	65		00	18	13
	66		00	12	16
	69		00	40	42
	68		00	55	91
	67		00	00	20
	188		00	58	37
	189		00	30	10
	190		00	28	69
	Metal Road		00	00	63
	191		00	21	82
	192		00	21	71
	199		00	22	25
	200		00	30	72
	201		00	29	74
	202		00	48	63
	212		00	52	40
	211		00	60	39
	26		00	59	82
	21		00	22	49
	Cart Track		00	01	54
	20/2		00	00	31
	22		00	51	53
	Nala		00	03	49
	15/2		00	00	89
	15/3		00	20	72
	14		00	48	69
	Asphalt Road		00	02	80
	12		00	09	88
	24		00	10	99
	27		02	23	70
Kotkhanb	5		00	61	87
Khokse	72		00	20	60

[F. No. R-25011/43/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2222.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूचि में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—राहुरी	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजा / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
मालुंजे बुद्रूक	रास्ता		00	01	88
	152		00	38	53
	नहर		00	02	72
	रास्ता		00	01	91
महालगंव	प्रवरा नदी		00	11	48
	115		00	32	76
	117		00	00	68
	114		00	09	04
	कच्चा रास्ता		00	00	60
	112		00	30	36
	106		00	01	81
	कच्चा रास्ता		00	02	64
दरडगांव (बेलापुर)	5		00	00	20
	6/2		00	10	43
	7/2		00	16	95
	कच्चा रास्ता		00	00	42
	10		00	20	37
	89		00	00	20
	11		00	29	92
	रास्ता		00	01	70

	12		00	26	69
	13		00	01	70
	17		00	24	60
	18		00	27	85
	कच्चा रास्ता		00	00	67
	20		00	16	69
	72		00	07	17
	नहर		00	04	29
	96		00	08	44
	74		00	15	10
	95		00	29	80
	नहर		00	00	81
	94		00	21	08
	90		00	10	65
	66		00	27	54
	91		00	11	87
	64		00	19	42
	61		00	17	44
	63/अ		00	48	89
	कच्चा रास्ता		00	01	04
लाख	10		00	25	93
	117		00	06	10
	नहर		00	00	66
	118		00	03	93
	119		00	05	78
	120		00	06	66
	121		00	06	54
	122		00	12	55
	123		00	02	11
	124		00	15	13
	125		00	08	00
	128		00	04	59
	129		00	00	88
	126		00	09	01
	127		00	13	62
	136		00	03	91
	रास्ता		00	01	72
	137		00	16	40
	कच्चा रास्ता		00	00	84
	142		00	01	06

	141		00	24	21
	140		00	01	96
	कच्चा रास्ता		00	00	57
	139		00	14	04
	206		00	61	52
	नहर		00	01	01
	205		00	43	02
	कच्चा रास्ता		00	02	03
	199		00	34	83
	197		00	17	59
	नहर		00	00	55
	196		00	21	42
त्रिबकपुर	मध्य रेल्वे (दौंड मनमाड शाखा)		00	06	59
	57		00	30	90
	60		00	39	06
	59—रास्ता		00	00	91
टाकलीमिया	48		00	24	22
	50		00	29	33
	47		00	00	20
	51		00	11	74
	53		00	12	04
	नहर		00	00	77
	54		00	07	44
	55		00	19	78
	नहर		00	01	55
	36		00	00	65
	35		00	21	36
	59		00	10	64
	29		00	04	05
	62		00	21	00
	63		00	14	85
	64		00	06	53
	73		00	22	87
	74		00	10	49
	75		00	08	79
	87		00	32	01
	कच्चा रास्ता		00	00	63
	86		00	27	88
	98		00	27	28

	97		00	08	30
	कच्चा रास्ता		00	00	57
	133		00	15	41
	134		00	22	93
	137		00	22	65
	कच्चा रास्ता		00	00	45
	136		00	22	07
	रास्ता		00	02	22
	387		00	14	48
	388		00	14	69
	379		00	04	29
	378		00	53	76
	नहर		00	00	42
	रास्ता		00	01	54
	369		00	15	74
	368		00	40	46
	367		00	19	54
	360		00	06	32
	रास्ता		00	03	19
	419		00	22	57
	नहर		00	00	86
	357		00	11	33
	358		00	08	27
	359		00	10	50
	नहर		00	05	38
	293		00	04	09
	292		00	27	28
	294		00	00	48
	290		00	21	14
	288		00	17	03
	रास्ता		00	01	79
आरडगांव	80		00	32	91
	79		00	25	78
	78 / 1		00	15	59
	78 / 2		00	15	63
	77		00	06	28
	76		00	23	48
	75		00	27	56
	कच्चा रास्ता		00	00	44
	57		00	35	62

	58		00	28	12
तांदूलवाडी	रास्ता		00	01	33
	109		00	75	93
	110		00	37	41
	111		00	30	15
	112		00	06	28
	82/2		00	43	34
	नहर		00	01	55
	78		00	35	77
	73/2		00	20	27
	कच्चा रास्ता		00	00	58
	68		00	17	44
	69/2		00	24	73
	69/3		00	03	52
	64		00	42	98
राहुरी (एम सी एल)	कच्चा रास्ता		00	00	62
	708		00	11	18
	रास्ता		00	03	19
	681		00	51	51
	नहर		00	04	22
	683		00	24	97
	रास्ता		00	02	95
	686		00	29	17
	688		00	55	44
	मुला नदी		00	10	23
देसवडी	मुला नदी		00	11	90
	58		00	19	07
	64		00	04	75
	65		00	36	71
	66		00	28	44
	कच्चा रास्ता		00	02	09
	67		00	05	33
	रास्ता		00	01	51
	45		00	02	70
	44		00	17	32
	रास्ता		00	01	97
	26		00	22	77
	25		00	30	11
	24		00	07	16
	22		00	01	54

	23		00	18	33
	5		00	19	75
	6		00	09	59
	7		00	06	92
	8		00	04	97
	9		00	16	05
	10		00	22	64
	रास्ता		00	01	73
	204		00	21	28
	208		00	01	80
	203		00	15	96
नमनर आखाडा	71/ब		00	15	99
	71/अ		00	28	84
	84		00	03	47
	83		00	27	33
	82		00	40	15
	81		00	01	97
	113		00	11	84
	112		00	09	63
	110		00	11	08
	109		00	11	39
	119		00	17	18
	126		00	05	88
	125		00	11	83
	123		00	08	27
	162		00	08	04
	163		00	07	96
	164		00	08	64
	165		00	08	28
	166		00	07	65
	159		00	00	76
पिंपरी आवघड	कच्चा रास्ता		00	00	85
	11		00	00	20
	47		00	27	23
	46		00	24	05
	42		00	22	51
	रास्ता		00	05	13
	एम डी आर-37		00	04	99

	15		00	12	15
	29		00	09	73
	28		00	12	83
	26		00	10	22
	25		00	02	96
	24		00	00	20
	32 / 2		00	25	18
	234		00	09	19
	233		00	28	33
	नहर		00	05	36
	232		00	26	00
	237		00	29	76
	238		00	04	53
	239		00	04	59
	240		00	11	70
	241		00	10	18
	243		00	22	25
	244 / पैकी		00	57	23
	251		00	34	14
	252		00	13	63
	253		00	11	94
	नहर		00	02	59
सडे	62		00	25	98
	नहर		00	08	61
	कच्चा रास्ता		00	00	49
	61		00	22	71
	60		00	08	04
	58		00	23	02
	कच्चा रास्ता		00	00	59
	189		00	79	96
	190		00	00	20
	कच्चा रास्ता		00	00	81
	191		00	02	22
	192		00	29	26
	कच्चा रास्ता		00	01	28
	195		00	28	63
	257		00	15	10
	217		00	00	20
	256		00	22	46
	255		00	19	46

	219		00	09	74
	रास्ता		00	00	75
	227		00	06	89
	228		00	05	94
	229		00	07	91
	230		00	08	03
	231		00	01	58
	232		00	09	26
	233		00	09	21
	234		00	06	79
	235		00	07	46
	236		00	06	91
	237		00	04	75
	रास्ता		00	02	33
	416		00	22	49
	कच्चा रास्ता		00	00	52
	देव नदी		00	01	66
	434		00	01	48
	433		00	12	76
	435		00	10	67
	437		00	07	21
	438		00	06	54
	439		00	01	56
	430		00	14	67
	कच्चा रास्ता		00	01	45
	34 / 10		00	01	20
	34 / 11		00	36	39
	429		00	00	33
	कच्चा रास्ता		00	03	51
	427		00	01	01
	34 / 12		00	38	94
	नहर		00	10	90
	34 / 12 / पैकी		00	31	56
खडांबे बुद्रूक	152 / 24		00	51	34
	रास्ता		00	04	35
	रास्ता		00	01	86
	152 / 23		00	34	68
	152 / 22		00	43	83
	नहर		00	00	20

	152/20		00	71	57
	185		00	07	31
	187		00	19	53
	192		00	03	07
	191		00	24	11
	190		00	10	36
	198		00	15	25
	199		00	11	65
	रास्ता		00	04	16
	81		00	04	26
	80		00	14	08
	79		00	08	90
	78		00	11	07
	77		00	22	86
	76		00	24	36
	96		00	00	20
	75		00	17	90
	74		00	00	28
	97		00	23	82
	99		00	21	48
	रास्ता		00	02	11
	100		00	54	21
	66		00	01	39
	65		00	35	64
	64		00	13	36
	कच्चा रास्ता		00	00	65
	नाला		00	05	75
धामोरी बुद्रुक	नाला		00	03	72
	167		00	17	82
	168		00	27	27
	रास्ता		00	03	28
	147		00	34	13
	149		00	04	64
	148		00	29	13
	127		00	07	61
	126		00	07	60
	125		00	15	03
	80		00	18	45
	कच्चा रास्ता		00	00	55
	85		00	33	45

	एस एच-10		00	04	34
	84		00	29	45
	92		00	14	94
	93		00	07	53
	94		00	12	99
	95		00	13	47
	रास्ता		00	04	03
	96		00	21	93
	97		00	15	27
	98		00	21	02
	100		00	60	74
	कच्चा रास्ता		00	00	57

[फा. सं. आर-25011/42/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2222.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423 104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Tehsil:- Rahuri	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Malunje BK	Metal Road		00	01	88
	152		00	38	53
	Unlined Canal		00	02	72
	Asphalt Road		00	01	91
Mahalgaon	Parvara River		00	11	48
	115		00	32	76
	117		00	00	68
	114		00	09	04

	Cart Track		00	00	60
	112		00	30	36
	106		00	01	81
	Cart Track		00	02	64
Daradgaon (Belapur)	5		00	00	20
	6/2		00	10	43
	7/2		00	16	95
	Cart Track		00	00	42
	10		00	20	37
	89		00	00	20
	11		00	29	92
	Asphalted Road		00	01	70
	12		00	26	69
	13		00	01	70
	17		00	24	60
	18		00	27	85
	Cart Track		00	00	67
	20		00	16	69
	72		00	07	17
	Unlined Canal		00	04	29
	96		00	08	44
	74		00	15	10
	95		00	29	80
	Field Channel		00	00	81
	94		00	21	08
	90		00	10	65
	66		00	27	54
	91		00	11	87
	64		00	19	42
	61		00	17	44
	63/A		00	48	89
	Cart Track		00	01	04
Lakh	10		00	25	93
	117		00	06	10
	Field Channel		00	00	66
	118		00	03	93
	119		00	05	78
	120		00	06	66
	121		00	06	54
	122		00	12	55
	123		00	02	11
	124		00	15	13
	125		00	08	00

	128		00	04	59
	129		00	00	88
	126		00	09	01
	127		00	13	62
	136		00	03	91
	Metal Road		00	01	72
	137		00	16	40
	Cart Track		00	00	84
	142		00	01	06
	141		00	24	21
	140		00	01	96
	Cart Track (ONLY IN ROU)		00	00	57
	139		00	14	04
	206		00	61	52
	Field Channel		00	01	01
	205		00	43	02
	Cart Track		00	02	03
	199		00	34	83
	197		00	17	59
	Field Channel		00	00	55
	196		00	21	42
Trimbakpur	Central Railway (Daund Manmad Branch)		00	06	59
	57		00	30	90
	60		00	39	06
	59-Metal Road		00	00	91
Takalimiya	48		00	24	22
	50		00	29	33
	47		00	00	20
	51		00	11	74
	53		00	12	04
	Field Channel		00	00	77
	54		00	07	44
	55		00	19	78
	Field Channel (ONLY IN ROU)		00	01	55
	36 (ONLY IN ROU)		00	00	65
	35		00	21	36
	59		00	10	64
	29		00	04	05
	62		00	21	00

	63		00	14	85
	64		00	06	53
	73		00	22	87
	74		00	10	49
	75		00	08	79
	87		00	32	01
	Cart Track		00	00	63
	86		00	27	88
	98		00	27	28
	97		00	08	30
	Cart Track		00	00	57
	133		00	15	41
	134		00	22	93
	137		00	22	65
	Cart Track		00	00	45
	136		00	22	07
	Asphalted Road		00	02	22
	387		00	14	48
	388		00	14	69
	379		00	04	29
	378		00	53	76
	Field Channel		00	00	42
	Metal Road		00	01	54
	369		00	15	74
	368		00	40	46
	367		00	19	54
	360		00	06	32
	Asphalted Road		00	03	19
	419		00	22	57
	Field Channel		00	00	86
	357		00	11	33
	358		00	08	27
	359		00	10	50
	Pravara Right Bank Canal		00	05	38
	293		00	04	09
	292		00	27	28
	294		00	00	48
	290		00	21	14
	288		00	17	03
	Metal Road		00	01	79
Aradgaon	80		00	32	91
	79		00	25	78

	78/1		00	15	59
	78/2		00	15	63
	77		00	06	28
	76		00	23	48
	75		00	27	56
	Cart Track		00	00	44
	57		00	35	62
	58		00	28	12
Tandulwadi	Asphalted Road		00	01	33
	109		00	75	93
	110		00	37	41
	111		00	30	15
	112		00	06	28
	82/2		00	43	34
	Field Channel		00	01	55
	78		00	35	77
	73/2		00	20	27
	Cart Track		00	00	58
	68		00	17	44
	69/2		00	24	73
	69/3		00	03	52
	64		00	42	98
Rahuri (MCL)	Cart Track		00	00	62
	708		00	11	18
	Asphalted Road		00	03	19
	681		00	51	51
	Lined Canal		00	04	22
	683		00	24	97
	Asphalted Road		00	02	95
	686		00	29	17
	688		00	55	44
	Mula River		00	10	23
Deswadi	Mula River		00	11	90
	58		00	19	07
	64		00	04	75
	65		00	36	71
	66		00	28	44
	Cart Track		00	02	09
	67		00	05	33
	Metal Road		00	01	51
	45		00	02	70
	44		00	17	32

	Metal Road		00	01	97
	26		00	22	77
	25		00	30	11
	24		00	07	16
	22		00	01	54
	23		00	18	33
	5		00	19	75
	6		00	09	59
	7		00	06	92
	8		00	04	97
	9		00	16	05
	10		00	22	64
	Asphalted Road		00	01	73
	204		00	21	28
	208		00	01	80
	203		00	15	96
Namnar Akhada	71/B		00	15	99
	71/A		00	28	84
	84		00	03	47
	83		00	27	33
	82		00	40	15
	81		00	01	97
	113		00	11	84
	112		00	09	63
	110		00	11	08
	109		00	11	39
	119		00	17	18
	126		00	05	88
	125		00	11	83
	123		00	08	27
	162		00	08	04
	163		00	07	96
	164		00	08	64
	165		00	08	28
	166		00	07	65
	159		00	00	76
Pimpri Avaghad	Cart Track		00	00	85
	11		00	00	20
	47		00	27	23
	46		00	24	05
	42		00	22	51
	Asphalted Road MDR-37		00	05	13

	13		00	04	99
	15		00	12	15
	29		00	09	73
	28		00	12	83
	26		00	10	22
	25		00	02	96
	24		00	00	20
	32/2		00	25	18
	234		00	09	19
	233		00	28	33
	Mula Right Bank Canal		00	05	36
	232		00	26	00
	237		00	29	76
	238		00	04	53
	239		00	04	59
	240		00	11	70
	241		00	10	18
	243		00	22	25
	244/Paiky		00	57	23
	251		00	34	14
	252		00	13	63
	253		00	11	94
	Mula Right Bank Canal		00	02	59
Sade	62		00	25	98
	Mula Right Bank Canal		00	08	61
	Cart Track		00	00	49
	61		00	22	71
	60		00	08	04
	58		00	23	02
	Cart Track		00	00	59
	189		00	79	96
	190		00	00	20
	Cart Track		00	00	81
	191		00	02	22
	192		00	29	26
	Cart Track		00	01	28
	195		00	28	63
	257		00	15	10
	217		00	00	20
	256		00	22	46
	255		00	19	46

	219		00	09	74
	Metal Road		00	00	75
	227		00	06	89
	228		00	05	94
	229		00	07	91
	230		00	08	03
	231		00	01	58
	232		00	09	26
	233		00	09	21
	234		00	06	79
	235		00	07	46
	236		00	06	91
	237		00	04	75
	Asphated Road		00	02	33
	416		00	22	49
	Cart Track		00	00	52
	Dev Nadi		00	01	66
	434		00	01	48
	433		00	12	76
	435		00	10	67
	437		00	07	21
	438		00	06	54
	439		00	01	56
	430		00	14	67
	Cart Track		00	01	45
	34/10		00	01	20
	34/11		00	36	39
	429		00	00	33
	Cart Track		00	03	51
	427		00	01	01
	34/12		00	38	94
	Mula Right Bank Canal		00	10	90
	34/12/Paiky		00	31	56
Khadambe Bk	152/24		00	51	34
	Murram Road		00	04	35
	Murram Road		00	01	86
	152/23		00	34	68
	152/22		00	43	83
	Lined Drain		00	00	20
	152/20		00	71	57
	185		00	07	31
	187		00	19	53

	192		00	03	07
	191		00	24	11
	190		00	10	36
	198		00	15	25
	199		00	11	65
	Metal Road		00	04	16
	81		00	04	26
	80		00	14	08
	79		00	08	90
	78		00	11	07
	77		00	22	86
	76		00	24	36
	96		00	00	20
	75		00	17	90
	74		00	00	28
	97		00	23	82
	99		00	21	48
	Metal Road		00	02	11
	100		00	54	21
	66		00	01	39
	65		00	35	64
	64		00	13	36
	Cart Track		00	00	65
	Nala		00	05	75
Dhamori Bk	Nala		00	03	72
	167		00	17	82
	168		00	27	27
	Asphalted Road		00	03	28
	147		00	34	13
	149		00	04	64
	148		00	29	13
	127		00	07	61
	126		00	07	60
	125		00	15	03
	80		00	18	45
	Cart Track		00	00	55
	85		00	33	45
	SH-10		00	04	34
	84		00	29	45
	92		00	14	94
	93		00	07	53
	94		00	12	99
	95		00	13	47

	Asphalted Road		00	04	03
	96		00	21	93
	97		00	15	27
	98		00	21	02
	100		00	60	74
	Cart Track		00	00	57

[F. No. R-25011/42/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2223.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबंध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—श्रीरामपुर	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे/ग्राम	सर्वे / ब्लॉक / सं. (प्लॉट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टेयर	आर	वर्ग मीटर
1	2	3	4	5	6
नौर	नाला		00	01	44
	176		00	57	48
	175		00	15	75
	174		00	55	14
	173		00	04	41
	रास्ता		00	01	98
	(एस एच-47 पुराना)				
	218		00	38	37
	219		00	52	17
	कच्चा रास्ता		00	01	17
	225		00	01	10
	224		00	33	19
	223		00	35	39

	गोदावरी नदी		00	37	06
	233		00	65	84
	234		00	21	20
	2		00	42	05
	10		00	10	51
	9		00	10	72
	8		00	19	85
	रास्ता		00	01	87
रामपुर	69		00	13	63
	65		00	58	53
	61		00	66	12
	53 क		00	36	92
	कच्चा रास्ता		00	01	95
	60		00	00	20
	53 ब		00	36	93
	53 अ		00	46	17
	50		00	37	64
	48		00	15	23
	47		00	17	17
	गिमल नाला		00	01	48
	46		00	17	59
	45		00	03	04
	44		00	24	28
	43		00	14	22
	42		00	11	80
	41		00	46	61
	31		00	06	75
	32		00	13	76
	एस एच-47		00	01	70
	40		00	28	51
	38/2		00	24	09
	36		00	08	93
	37		00	38	65
	34		00	00	20
	33		00	53	12
सराला	197		00	09	79
	196		00	09	67
	195		00	21	65
	194		00	22	27

मालेवाडी	कच्चा रास्ता		00	01	34
	41		00	02	34
	42		00	00	20
	44		00	19	94
	46		00	25	05
	47		00	30	71
	49		00	13	54
	50		00	10	52
	51		00	07	32
	53		00	15	16
	54		00	40	89
	55		00	24	25
	56		00	86	93
	रास्ता		00	01	64
	13		00	29	24
	52		00	24	81
	कच्चा रास्ता		00	00	49
उदिरगांव	222		00	23	78
	कच्चा रास्ता		00	00	60
	191		00	09	98
	223		00	12	05
	461		00	30	44
	224		00	20	89
	225		00	50	49
	नाला		00	01	66
	226		00	00	29
	227		00	32	34
	190		00	32	76
	189		00	30	48
	187		00	81	96
	184		00	23	36
	182		00	24	53
	180		00	15	76
	179		00	04	32
	178		00	05	19
	177		00	13	92
	रास्ता		00	01	53
	175		00	18	45
	174		00	14	88
	173		00	18	88

	171		00	17	78
	159		00	04	67
	158		00	05	53
	157		00	19	01
	156		00	20	04
	155		00	39	99
	146		00	18	09
	रास्ता		00	03	70
	139 पैकी		00	08	02
	रास्ता		00	02	20
	139		00	31	83
	नहर		00	02	31
	138/2		00	16	35
	98 अ		00	38	42
	98 ब		00	70	21
	नाला		00	01	36
	कच्चा रास्ता		00	01	61
	85		00	05	79
	84		00	07	56
	83		00	50	07
	82		00	20	89
हरेगांव	अ		00	02	46
	कच्चा रास्ता		00	01	84
	अ		01	38	67
	नाला		00	01	19
	क		00	01	61
	कच्चा रास्ता		00	00	50
	क		01	05	88
	नहर		00	00	61
	क		01	35	96
ब्राम्हणगांव बेताल	9		00	20	82
	8		00	10	42
	12		00	10	01
	रास्ता		00	03	80
	15		00	23	66
	14		00	02	45
	147		00	38	71
	13		00	01	22
वडाला महादेव	नहर		00	00	60
	177		00	86	70

	रास्ता	00	08	20
	188	00	23	81
	नहर	00	03	50
	187	00	07	96
	189/ब	00	03	54
	190	00	39	96
	191	00	54	98
	कच्चा रास्ता	00	00	84
	226	00	40	47
	नहर	00	07	78
	225	00	14	05
	224	00	27	40
	221	00	16	47
	कच्चा रास्ता	00	00	52
	238	00	32	32
	239	00	00	38
	243	00	54	16
	242	00	45	88
	रास्ता	00	01	88
	389	00	25	51
	367	00	17	31
	370	00	22	26
	नाला	00	03	26
	382	00	20	09
	381	00	28	71
	380	00	01	59
	रास्ता	00	01	73
	378	00	39	58
	8	00	31	63
	7	00	13	11
	नहर	00	01	40
	एस एच-44	00	05	43
	22	00	07	49
	रास्ता	00	04	09
	24	00	56	43
	नहर	00	00	61
	25	00	51	10
	कच्चा रास्ता	00	00	90
	50	00	63	81
	नाला	00	01	22

नीपानी वडगांव	कच्चा रास्ता	00	00	49
	34	00	30	16
	नहर	00	00	65
	नहर	00	00	85
	नहर	00	00	63
	35	00	19	24
	रास्ता	00	03	38
	41	00	09	20
	42	00	09	87
	48	00	39	01
	नहर	00	00	99
	47	00	15	74
	58	00	17	22
	नहर	00	00	98
	57	00	16	93
	88	00	35	67
	87	00	01	03
	रास्ता	00	01	18
	84	00	69	89
	नहर	00	00	57
	कच्चा रास्ता	00	00	45
	93	00	29	13
	92	00	19	94
	97	00	29	55
	98	00	17	78
	90	00	05	97
	90 पैकी	00	09	57
	रास्ता	00	02	24
	100	00	10	04
	102	00	32	54
	320	00	08	14
	नहर	00	09	53
	रास्ता	00	03	14
	106	00	28	32
	105	00	00	84
	कच्चा रास्ता	00	00	57
	111	00	48	69
	110	00	16	88
	112	00	05	48
	कच्चा रास्ता	00	00	37

	114		00	05	67
	115		00	22	86
	रास्ता		00	01	38
	130		00	12	77
	129		00	67	53
	123		00	11	56
	122		00	25	24
	121		00	20	64
	120		00	24	04
	118		00	19	48
	117		00	12	08
कारेगांव	कच्चा रास्ता		00	00	62
	325		00	40	30
	कच्चा रास्ता		00	00	74
	कच्चा रास्ता		00	00	58
	314		00	12	68
	312		00	15	42
	307		00	32	29
	304		00	09	25
	303		00	25	91
	300		00	22	25
	299		00	47	22
	रास्ता		00	02	51
	263		00	21	08
	262		00	19	41
	कच्चा रास्ता		00	00	50
	259		00	11	61
	258		00	25	63
	257		00	11	28
	256		00	21	23
	255		00	39	84
	रास्ता		00	03	85
	241		00	30	23
	240		00	24	16
	238		00	26	76
	236		00	19	54
	234		00	03	47
	232		00	21	42
	231		00	21	64
	227		00	50	58

	226		00	71	31
पढेगांव	कच्चा रास्ता		00	02	47
	362		00	03	52
	365		00	23	68
	कच्चा रास्ता		00	00	57
	366		00	25	05
	367		00	16	86
	368		00	18	66
	नहर		00	03	75
	369		00	28	42
	370		00	00	90
	कच्चा रास्ता		00	00	68
लाडगांव	113		00	02	85
	112		00	62	93
	नहर		00	01	95
	कच्चा रास्ता		00	00	83
	111		00	38	91
	118		00	35	82
	नहर		00	00	00
	126		00	27	52
	रास्ता		00	04	09
	121		00	27	08
	नहर		00	00	53
	125		00	44	61
	124		00	05	16
	123		00	17	67
	134		00	66	89
	140		00	04	99
	नहर		00	05	11
	152		00	21	12
	रास्ता		00	01	93
	154		00	14	53
	167		00	15	55
	168		00	25	79
	प्रवरा नदी		00	08	83

[फा. सं. आर-25011/42/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2223.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B. Mohekar Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section(1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Shirampur	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Naur	Nala		00	01	44
	176		00	57	48
	175		00	15	75
	174		00	55	14
	173		00	04	41
	Metal Road (SH-47 Old)		00	01	98
	218		00	38	37
	219		00	52	17
	Cart Track		00	01	17
	225		00	01	10
	224		00	33	19
	223		00	35	39
	Godavari River		00	37	06
	233		00	65	84
	234		00	21	20
	2		00	42	05
	10		00	10	51
	9		00	10	72
	8		00	19	85
	Asphalt Road		00	01	87
Rampur	69		00	13	63
	65		00	58	53
	61		00	66	12
	53 C		00	36	92

	Cart Track		00	01	95
	60		00	00	20
	53 B		00	36	93
	53 A		00	46	17
	50		00	37	64
	48		00	15	23
	47		00	17	17
	Girnal Nala		00	01	48
	46		00	17	59
	45		00	03	04
	44		00	24	28
	43		00	14	22
	42		00	11	80
	41		00	46	61
	31		00	06	75
	32		00	13	76
	SH-47		00	01	70
	40		00	28	51
	38/2		00	24	09
	36		00	08	93
	37		00	38	65
	34		00	00	20
	33		00	53	12
Sarala	197		00	09	79
	196		00	09	67
	195		00	21	65
	194		00	22	27
Malewadi	Cart Track		00	01	34
	41		00	02	34
	42		00	00	20
	44		00	19	94
	46		00	25	05
	47		00	30	71
	49		00	13	54
	50		00	10	52
	51		00	07	32
	53		00	15	16
	54		00	40	89
	55		00	24	25
	56		00	86	93
	Murram Road		00	01	64
	13		00	29	24
	52		00	24	81

	Cart Track		00	00	49
Undirgaon	222		00	23	78
	Cart Track		00	00	60
	191		00	09	98
	223		00	12	05
	461		00	30	44
	224		00	20	89
	225		00	50	49
	Nala		00	01	66
	226		00	00	29
	227		00	32	34
	190		00	32	76
	189		00	30	48
	187		00	81	96
	184		00	23	36
	182		00	24	53
	180		00	15	76
	179		00	04	32
	178		00	05	19
	177		00	13	92
	Asphalt Road		00	01	53
	175		00	18	45
	174		00	14	88
	173		00	18	88
	171		00	17	78
	159		00	04	67
	158		00	05	53
	157		00	19	01
	156		00	20	04
	155		00	39	99
	146		00	18	09
	Metal Road		00	03	70
	139 Paiky		00	08	02
	Asphalt Road		00	02	20
	139		00	31	83
	Lined Drain		00	02	31
	138/2		00	16	35
	98 A		00	38	42
	98B		00	70	21
	Nala		00	01	36
	Cart Track		00	01	61
	85		00	05	79
	84		00	07	56

	83		00	50	07
	82		00	20	89
Haregaon	A		00	02	46
	Cart Track		00	01	84
	A		01	38	67
	Nala		00	01	19
	C		00	01	61
	Cart Track		00	00	50
	C		01	05	88
	Unlined Drain		00	00	61
	C		01	35	96
Bramhangaon Vetal	9		00	20	82
	8		00	10	42
	12		00	10	01
	Asphalt Road		00	03	80
	15		00	23	66
	14		00	02	45
	147		00	38	71
	13		00	01	22
Wadala Mahadeo	Unlined Drain		00	00	60
	177		00	86	70
	Asphalt Road		00	08	20
	188		00	23	81
	Unlined Canal		00	03	50
	187		00	07	96
	189/B		00	03	54
	190		00	39	96
	191		00	54	98
	Cart Track		00	00	84
	226		00	40	47
	Unlined Canal		00	07	78
	225		00	14	05
	224		00	27	40
	221		00	16	47
	Cart Track		00	00	52
	238		00	32	32
	239		00	00	38
	243		00	54	16
	242		00	45	88
	Asphalt Road		00	01	88
	389		00	25	51
	367		00	17	31
	370		00	22	26

	Nala		00	03	26
	382		00	20	09
	381		00	28	71
	380		00	01	59
	Asphalt Road		00	01	73
	378		00	39	58
	8		00	31	63
	7		00	13	11
	Canal				
	Distributary		00	01	40
	No.40				
	SH-44		00	05	43
	22		00	07	49
	Asphalt Road		00	04	09
	24		00	56	43
	Field Channel		00	00	61
	25		00	51	10
	Cart Track		00	00	90
	50		00	63	81
	Nala		00	01	22
Nipani Wadgaon	Cart Track		00	00	49
	34		00	30	16
	Field Channel		00	00	65
	Field Channel		00	00	85
	Field Channel		00	00	63
	35		00	19	24
	Asphalt Road		00	03	38
	41		00	09	20
	42		00	09	87
	48		00	39	01
	Field Channel		00	00	99
	47		00	15	74
	58		00	17	22
	Field Channel		00	00	98
	57		00	16	93
	88		00	35	67
	87		00	01	03
	Metal Road		00	01	18
	84		00	69	89
	Field Channel		00	00	57
	Cart Track		00	00	45
	93		00	29	13
	92		00	19	94

	97		00	29	55
	98		00	17	78
	90		00	05	97
	90 Paiky		00	09	57
	Asphalt Road		00	02	24
	100		00	10	04
	102		00	32	54
	320		00	08	14
	Pravara Left Bank Canal		00	09	53
	Asphalt Road		00	03	14
	106		00	28	32
	105		00	00	84
	Cart Track		00	00	57
	111		00	48	69
	110		00	16	88
	112		00	05	48
	Cart Track		00	00	37
	114		00	05	67
	115		00	22	86
	Metal Road		00	01	38
	130		00	12	77
	129		00	67	53
	123		00	11	56
	122		00	25	24
	121		00	20	64
	120		00	24	04
	118		00	19	48
	117		00	12	08
Karegaon	Cart Track		00	00	62
	325		00	40	30
	Cart Track		00	00	74
	Cart Track		00	00	58
	314		00	12	68
	312		00	15	42
	307		00	32	29
	304		00	09	25
	303		00	25	91
	300		00	22	25
	299		00	47	22
	Metal Road		00	02	51
	263		00	21	08
	262		00	19	41
	Cart Track		00	00	50

	259		00	11	61
	258		00	25	63
	257		00	11	28
	256		00	21	23
	255		00	39	84
	Asphalt Road		00	03	85
	241		00	30	23
	240		00	24	16
	238		00	26	76
	236		00	19	54
	234		00	03	47
	232		00	21	42
	231		00	21	64
	227		00	50	58
	226		00	71	31
Padhegaon	Cart Track		00	02	47
	362		00	03	52
	365		00	23	68
	Cart Track		00	00	57
	366		00	25	05
	367		00	16	86
	368		00	18	66
	Unlined Canal		00	03	75
	369		00	28	42
	370		00	00	90
	Cart Track		00	00	68
Ladgaon	113		00	02	85
	112		00	62	93
	Field Channel		00	01	95
	Cart Track		00	00	83
	111		00	38	91
	118		00	35	82
	Canal		00	00	00
	126		00	27	52
	Asphalt Road		00	04	09
	121		00	12	61
	Field Channel		00	00	53
	125		00	44	61
	124		00	05	16
	123		00	17	67
	134		00	66	89
	140		00	04	99

	Unlined Canal		00	05	11
	152		00	21	12
	Asphalt Road		00	01	93
	154		00	14	53
	167		00	15	55
	168		00	25	79
	Pravara River		00	08	83

[F. No. R-25011/42/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2224.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली - अहमदनगर - सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र - 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—कोपरगांव	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लॉक / सं. (प्लोट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
सावलगांव	कच्चा रास्ता		00	00	94
	113		00	22	60
	112		00	13	45
	121		00	02	58
	116		00	11	05
	111		00	14	45
	109		00	14	14
	रास्ता		00	02	25
	27		00	19	40

	28		00	04	11
	25		00	05	70
	22		00	03	32
	21		00	04	12
	20		00	05	31
	17		00	06	46
	14		00	06	41
	13		00	05	59
	9		00	06	30
	8		00	08	78
	7		00	03	83
	5		00	00	20
	6		00	15	58
	3		00	07	46
	रास्ता		00	02	94
	2		00	28	68
	कोल नाला		00	03	39
तिलवणी	कोल नाला		00	03	55
	16		00	40	37
	14		00	35	88
	13		00	17	38
	रास्ता		00	05	18
	59		00	08	73
	नाला		00	00	95
	60		00	09	75
	61		00	01	91
	86		00	07	40
	87		00	06	29
	88		00	06	92
	89		00	06	91
	91		00	10	55
	93		00	03	49
	94		00	12	38
	95		00	03	39
	96		00	00	20
	101		00	29	80
	रास्ता		00	03	64
	108		00	08	37
	109		00	07	88
	111		00	09	21

	113		00	08	39
	114		00	03	25
	कच्चा रास्ता		00	00	34
	117		00	43	97
	नाला		00	06	04
	133		00	30	08
	132		00	43	34
	216		00	00	20
	131		00	38	43
	रास्ता		00	04	31
	नहर		00	02	61
	218		00	19	10
	219		00	17	15
	220		00	05	79
	कच्चा रास्ता		00	00	85
	221		00	48	87
	227		00	02	63
	कच्चा रास्ता		00	00	56
आपेगांव	57		00	22	54
	55		00	12	96
	54		00	06	37
	53		00	08	85
	52		00	17	87
	50		00	10	61
	नाला		00	02	88
	160		00	16	39
	कच्चा रास्ता		00	00	65
	162		00	16	75
	163		00	00	20
	161		00	03	46
	165		00	06	79
	166		00	05	28
	167		00	05	37
	रास्ता		00	01	72
	155		00	07	54
	154		00	07	11
	रास्ता		00	00	93
	183		00	07	85
	153		00	10	16
	152		00	00	57
	185		00	14	27

	186		00	03	07
	147		00	28	47
	188		00	07	78
	145		00	72	98
	रास्ता		00	07	31
	192		00	13	43
	रास्ता		00	05	56
	193		00	38	70
	201		00	23	45
	200		00	20	17
घोयेगांव	43		00	36	28
	44		00	32	08
	45		00	17	85
	46		00	07	66
तलेगांव मले	70		00	01	97
	61		00	45	30
	60		00	01	78
	62		00	10	74
	63		00	11	99
	64		00	12	57
	65		00	14	09
	55		00	03	09
	54		00	26	44
	53		00	27	65
	52		00	42	73
	49		00	00	78
	51		00	10	90
	रास्ता		00	01	14
	नाला		00	01	73
	111		00	12	44
	110		00	08	00
	109		00	12	84
	108		00	12	35
	105		00	23	28
	104		00	12	98
	नहर		00	10	73
	119		00	52	61
	118		00	07	33
	120		00	07	35
	125		00	56	53

	136		00	40	89
	नहर		00	03	59
	रास्ता		00	04	76
	138		00	23	56
	137		00	03	67
	139		00	07	55
	140		00	04	11
	141		00	00	24
	142		00	13	43
	144		00	00	20

[फा. सं. आर-25011/42/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2224.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B. Mohekar Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Kopergaon	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Sawalgaon	Field Cart Track		00	00	94
	113		00	22	60
	112		00	13	45
	121		00	02	58
	116		00	11	05
	111		00	14	45
	109		00	14	14
	Metal Road		00	02	25
	27		00	19	40

	28		00	04	11
	25		00	05	70
	22		00	03	32
	21		00	04	12
	20		00	05	31
	17		00	06	46
	14		00	06	41
	13		00	05	59
	9		00	06	30
	8		00	08	78
	7		00	03	83
	5		00	00	20
	6		00	15	58
	3		00	07	46
	Asphalted Road		00	02	94
	2		00	28	68
	Kol Nala		00	03	39
Tilvani	Kol Nala		00	03	55
	16		00	40	37
	14		00	35	88
	13		00	17	38
	Metal Road		00	05	18
	59		00	08	73
	Nala		00	00	95
	60		00	09	75
	61		00	01	91
	86		00	07	40
	87		00	06	29
	88		00	06	92
	89		00	06	91
	91		00	10	55
	93		00	03	49
	94		00	12	38
	95		00	03	39
	96		00	00	20
	101		00	29	80
	Metal Road		00	03	64
	108		00	08	37
	109		00	07	88
	111		00	09	21
	113		00	08	39

	114		00	03	25
	Field Cart Track		00	00	34
	117		00	43	97
	Nala		00	06	04
	133		00	30	08
	132		00	43	34
	216		00	00	20
	131		00	38	43
	Asphalt Road		00	04	31
	Unlined Canal		00	02	61
	218		00	19	10
	219		00	17	15
	220		00	05	79
	Field Cart Track		00	00	85
	221		00	48	87
	227		00	02	63
	Field Cart Track		00	00	56
Aapegaon	57		00	22	54
	55		00	12	96
	54		00	06	37
	53		00	08	85
	52		00	17	87
	50		00	10	61
	Nala		00	02	88
	160		00	16	39
	Field Cart Track		00	00	65
	162		00	16	75
	163		00	00	20
	161		00	03	46
	165		00	06	79
	166		00	05	28
	167		00	05	37
	Metal Road		00	01	72
	155		00	07	54
	154		00	07	11
	Metal Road		00	00	93
	183		00	07	85
	153		00	10	16
	152		00	00	57
	185		00	14	27
	186		00	03	07

	147		00	28	47
	188		00	07	78
	145		00	72	98
	Metal Road		00	07	31
	192		00	13	43
	Metal Road		00	05	56
	193		00	38	70
	201		00	23	45
	200		00	20	17
Ghoyegaon	43		00	36	28
	44		00	32	08
	45		00	17	85
	46		00	07	66
Talegaon Male	70		00	01	97
	61		00	45	30
	60		00	01	78
	62		00	10	74
	63		00	11	99
	64		00	12	57
	65		00	14	09
	55		00	03	09
	54		00	26	44
	53		00	27	65
	52		00	42	73
	49		00	00	78
	51		00	10	90
	Murram Road		00	01	14
	Nala		00	01	73
	111		00	12	44
	110		00	08	00
	109		00	12	84
	108		00	12	35
	105		00	23	28
	104		00	12	98
	Godavari Left Bank Canal		00	10	73
	119		00	52	61
	118		00	07	33
	120		00	07	35
	125		00	56	53
	136		00	40	89

	Unlined Canal		00	03	59
	Asphalt Road		00	04	76
	138		00	23	56
	137		00	03	67
	139		00	07	55
	140		00	04	11
	141		00	00	24
	142		00	13	43
	144		00	00	20

[F. No. R-25011/42/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 14 सितम्बर, 2017

का.आ. 2225.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—नगर	जिला:— अहमदनगर		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
नांदगांव	163		00	40	99
	166		00	29	95
	165		00	20	65
	नाला		00	05	13
	176		00	21	90
	रास्ता		00	02	02
	173		00	36	97
	174		00	23	42
	175		00	33	12

	रास्ता		00	02	15
	46		00	10	58
	29		00	65	58
	27		00	22	06
	30		00	21	68
	कच्चा रास्ता		00	00	74
	31		00	36	04
	33		00	48	31
	नाला		00	02	29
सिंगावे	नाला		00	02	23
	110		00	43	42
	91		00	57	19
	92		00	03	24
	कच्चा रास्ता		00	00	97
	96		00	39	69
	कच्चा रास्ता		00	01	70
इसमालपुर	173		00	56	71
	172		00	24	31
	161		00	06	48
	162		00	06	55
	163 (तालाब)		00	02	45
	164 (तालाब)		00	06	99
	165 (तालाब)		00	00	27
	नाला		00	03	18
नींब देहेर	नाला		00	02	84
	192		00	37	28
	190		00	95	20
	कच्चा रास्ता		00	00	64
	कच्चा रास्ता		00	00	79
	177		00	76	35
	176		00	00	44
	178		00	34	65
	179		00	75	67
	कच्चा रास्ता		00	00	73
	113		00	08	80
	112		00	66	64
	109		00	00	90
	108		00	20	73

	107		00	31	13
	रास्ता		00	01	87
	106		00	29	81
	118		00	21	58
	119		00	52	31
	बेव नदी		00	05	90
	91		00	48	24
	90		00	00	80
	89		00	25	62
	88		00	30	53
विलद	129		00	39	25
	128		00	52	82
	127		00	14	89
	125		00	82	64
	कच्चा रास्ता		00	00	67
	122		00	72	02
	119		00	50	33
	नाला		00	02	60
	114		00	99	97
	रास्ता		00	01	50
	223		00	93	36
	218		00	11	41
	216		00	47	57
	215		00	11	66
	213		00	18	24
	212		00	20	87
	211		00	01	42
	214		00	21	47
	रास्ता		00	03	31
	नाला		00	02	79
	5		00	14	96
	6		00	55	93
	कच्चा रास्ता		00	00	55
	7		00	16	40
	नाला		00	02	48
	207		00	19	98
	नाला		00	02	34
	8		00	75	03

निंबलक	119		00	37	38
	120		00	24	31
	124		00	48	71
	122		00	01	25
	123		00	37	56
	कच्चा रास्ता		00	01	15
	125		00	57	34
	126		00	25	39
	127		00	04	43
	कच्चा रास्ता		00	00	72
	128		00	72	55
	112/2		00	40	94
	नाला		00	03	92
	112/1		00	52	49
	54		00	56	46
	52		00	69	28
	रास्ता		00	04	27
	549		00	49	66
	553		00	22	88
	554		00	43	71
	544		00	29	64
	बेन्द नाला		00	02	93
	543		00	09	03
	542		00	36	07
	529		00	33	67
	531		00	33	39
	514		00	40	58
	521		00	10	09
	515		00	14	11
	520		00	02	27
	519		00	02	37
	518		00	01	10
	516		00	17	13
	513		00	16	
	517		00	01	0944
	512		00	72	37
	511		00	00	72
	510		00	00	25

इसलक	247		00	59	22
	कच्चा रास्ता		00	00	54
	246		00	02	51
	193		00	18	26
	192		00	24	47
	191		00	31	72
	190		00	18	53
	1		00	01	60
	एस एच-145		00	03	76
	2		00	05	04
	3		00	06	13
	4		00	07	37
	5		00	18	06
	7		00	05	30
	8		00	10	03
	9		00	03	82
	10		00	13	20
	41		00	11	87
	40		00	17	18
	38		00	67	75
	रास्ता		00	01	83
	27		00	44	76
	नाला		00	01	67
	28		00	00	33
	29		00	17	12
हमिदपुर	203		00	00	57
	209		00	35	83
	210		00	11	89
	211		00	08	02
	212		00	09	20
	213		00	27	64
	223		00	30	41
	224		00	42	36
	नहर		00	02	35
	286		00	31	74
	281		00	58	50
	रास्ता		00	02	53
	248		00	34	49

	244		00	09	07
	249		00	00	20
	255 ब		00	25	25
	सिना नदी		00	03	80
निंबगांव वाघा	सिना नदी		00	03	38
	479		00	22	69
	476		00	19	25
	एन एच-222		00	04	40
	477		00	12	47
	467		00	18	16
	475		00	10	12
	468		00	15	66
	469		00	16	54
	470		00	16	04
	465		00	39	94
	459		00	06	90
	460		00	72	33
	458		00	17	41
	457		00	17	74
	456		00	50	13
	452		00	02	93
	453		00	21	01
	454		00	53	01
	रास्ता		00	01	91
	435		00	04	67
	रास्ता		00	03	13
	402		00	23	68
	401		00	25	23
	400		00	29	24
	399		00	18	54
	404		00	10	36
	405		00	21	35
	कच्चा रास्ता		00	01	76
	395		00	39	79
	रास्ता		00	03	34
	297		00	01	68
	नाला		00	01	83
	304		00	33	29

	239 पैकी		00	08	55
	239		00	45	00
	241		00	08	36
	242		00	07	75
	243		00	09	21
	245		00	29	23
	227		00	06	97
	228		00	23	88
	218		00	06	36
	217		00	26	61
	216		00	00	93
	220		00	00	92
	नाला		00	03	14
	167		00	09	91
	165		00	12	25
	166		00	07	91
	164		00	19	21
	162		00	34	90
	कच्चा रास्ता		00	00	88
	159		00	56	25
	160		00	82	06
	एस एच-146		00	03	27
	122		00	14	51
चास	72		00	39	13
	69		00	14	77
	71		00	00	20
	1084		00	38	79
	75		00	20	14
	76		00	16	43
	77		00	18	11
	53		00	13	31
	50		00	05	76
	49		00	09	16
	48		00	14	24
	47		00	12	77
	46		00	15	84
	45		00	12	32
	44		00	10	82

	42		00	03	75
	कच्चा रास्ता		00	02	05
	128		00	06	58
	129		00	16	23
	130		00	12	56
	146		00	05	69
	142		00	18	04
	143 पैकी		00	07	76
	एस एच-60		00	05	26
	143		00	24	18
	221		00	11	57
	220		00	09	45
	219		00	06	36
	234		00	08	74
	233		00	05	56
	231		00	05	43
	नाला		00	02	72
	225		00	11	21
	224		00	12	74
	मेंदका नदी		00	06	37
	447		00	03	91
	442		00	08	32
	449		00	14	40
	450		00	09	32
	454 / 2 / अ		00	01	57
	454		00	00	66
	नाला		00	03	70
	453		00	06	95
	455		00	00	64
	456		00	06	36
	457		00	03	81
	458		00	08	99
	459		00	11	32
	460		00	00	20
	रास्ता		00	01	98
	521		00	45	87
	516		00	24	33
	515		00	13	90

	514		00	12	25
	505		00	07	28
	504		00	02	71
	रास्ता		00	04	04
	544		00	18	99
	545		00	14	19
	546		00	09	55
	547		00	18	07
	548		00	41	93
	558		00	35	23
	559		00	42	89
	नाला		00	01	15
अकोलनेर	नाला		00	01	13
	182		00	42	10
	183		00	44	03
	196		00	53	78
	नाला		00	01	03
	197		00	14	79
	198		00	05	73
	199		00	04	69
	200		00	05	52
	202		00	03	61
	203		00	07	23
	204		00	05	24
	205		00	02	27
	206		00	02	13
	207		00	02	43
	208		00	07	07
	216		00	12	92
	कच्चा रास्ता (235)		00	01	76
	231		00	08	09
	236		00	08	51
	237		00	23	88
	240		00	00	20
	241		00	11	75
	286		00	36	54
	287		00	24	73
	288		00	00	24

	289		00	05	28
	290		00	19	94
	291		00	20	64
	292		00	67	59
	रास्ता (एम डी आर.—65)		00	03	58
	कच्चा रास्ता		00	01	10
	346		00	26	72
	344		00	42	55
	345		00	05	29
	कच्चा रास्ता		00	00	58
	294		00	06	05
	342		00	32	67
	रास्ता		00	00	53
	341		00	33	57
	आइ ओ सी एल टर्मिनल		00	16	99

[फा. सं. आर-25011/42/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 14th September, 2017

S.O. 2225.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Tehsil:- Nagar	District:- Ahmadnagar		State :- Maharashtra		
Mouje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Nandgaon	163		00	40	99
	166		00	29	95
	165		00	20	65

	Nala		00	05	13
	176		00	21	90
	Metal Road		00	02	02
	173		00	36	97
	174		00	23	42
	175		00	33	12
	Asphalt Road		00	02	15
	46		00	10	58
	29		00	65	58
	27		00	22	06
	30		00	21	68
	Cart Track		00	00	74
	31		00	36	04
	33		00	48	31
	Nala		00	02	29
Shingawe	Nala		00	02	23
	110		00	43	42
	91		00	57	19
	92		00	03	24
	Cart Track		00	00	97
	96		00	39	69
	Cart Track		00	01	70
Ismalpur	173		00	56	71
	172		00	24	31
	161		00	06	48
	162		00	06	55
	163(Pond)		00	02	45
	164(Pond)		00	06	99
	165(Pond)		00	00	27
	Nala		00	03	18
Nimb Dehere	Nala		00	02	84
	192		00	37	28
	190		00	95	20
	Cart Track		00	00	64
	Cart Track		00	00	79
	177		00	76	35
	176		00	00	44
	178		00	34	65
	179		00	75	67
	Cart Track		00	00	73
	113		00	08	80

	112		00	66	64
	109		00	00	90
	108		00	20	73
	107		00	31	13
	Metal Road		00	01	87
	106		00	29	81
	118		00	21	58
	119		00	52	31
	Bev River		00	05	90
	91		00	48	24
	90		00	00	80
	89		00	25	62
	88		00	30	53
Vilad	129		00	39	25
	128		00	52	82
	127		00	14	89
	125		00	82	64
	Cart Track		00	00	67
	122		00	72	02
	119		00	50	33
	Nala		00	02	60
	114		00	99	97
	Asphalt Road		00	01	50
	223		00	93	36
	218		00	11	41
	216		00	47	57
	215		00	11	66
	213		00	18	24
	212		00	20	87
	211		00	01	42
	214		00	21	47
	Asphalt Road		00	03	31
	Nala		00	02	79
	5		00	14	96
	6		00	55	93
	Field Cart Track		00	00	55
	7		00	16	40
	Nala		00	02	48
	207		00	19	98
	Nala		00	02	34
	8		00	75	03

Nimbalak	119		00	37	38
	120		00	24	31
	124		00	48	71
	122		00	01	25
	123		00	37	56
	Cart Track		00	01	15
	125		00	57	34
	126		00	25	39
	127		00	04	43
	Cart Track		00	00	72
	128		00	72	55
	112/2		00	40	94
	Nala		00	03	92
	112/1		00	52	49
	54		00	56	46
	52		00	69	28
	Asphalt Road		00	04	27
	549		00	49	66
	553		00	22	88
	554		00	43	71
	544		00	29	64
	Bend Nala		00	02	93
	543		00	09	03
	542		00	36	07
	529		00	33	67
	531		00	33	39
	514		00	40	58
	521		00	10	09
	515		00	14	11
	520		00	02	27
	519		00	02	37
	518		00	01	10
	516		00	17	13
	513		00	16	09
	517		00	01	44
	512		00	72	37
	511		00	00	72
	510		00	00	25
Islak	247		00	59	22
	Cart Track		00	00	54
	246		00	02	51

	193		00	18	26
	192		00	24	47
	191		00	31	72
	190		00	18	53
	1		00	01	60
	SH-145		00	03	76
	2		00	05	04
	3		00	06	13
	4		00	07	37
	5		00	18	06
	7		00	05	30
	8		00	10	03
	9		00	03	82
	10		00	13	20
	41		00	11	87
	40		00	17	18
	38		00	67	75
	Metal Road		00	01	83
	27		00	44	76
	Nala		00	01	67
	28		00	00	33
	29		00	17	12
Hamidpur	203		00	00	57
	209		00	35	83
	210		00	11	89
	211		00	08	02
	212		00	09	20
	213		00	27	64
	223		00	30	41
	224		00	42	36
	Canal		00	02	35
	286		00	31	74
	281		00	58	50
	Asphalt Road		00	02	53
	248		00	34	49
	244		00	09	07
	249		00	00	20
	255B		00	25	25
	Sina River		00	03	80
Nimbgaon Wagha	Sina River		00	03	38
	479		00	22	69

	476		00	19	25
	NH-222		00	04	40
	477		00	12	47
	467		00	18	16
	475		00	10	12
	468		00	15	66
	469		00	16	54
	470		00	16	04
	465		00	39	94
	459		00	06	90
	460		00	72	33
	458		00	17	41
	457		00	17	74
	456		00	50	13
	452		00	02	93
	453		00	21	01
	454		00	53	01
	Metal Road		00	01	91
	435		00	04	67
	Metal Road		00	03	13
	402		00	23	68
	401		00	25	23
	400		00	29	24
	399		00	18	54
	404		00	10	36
	405		00	21	35
	Cart Track		00	01	76
	395		00	39	79
	Asphalt Road		00	03	34
	297		00	01	68
	Nala		00	01	83
	304		00	33	29
	239 Paiky		00	08	55
	239		00	45	00
	241		00	08	36
	242		00	07	75
	243		00	09	21
	245		00	29	23
	227		00	06	97
	228		00	23	88
	218		00	06	36

	217		00	26	61
	216		00	00	93
	220		00	00	92
	Nala		00	03	14
	167		00	09	91
	165		00	12	25
	166		00	07	91
	164		00	19	21
	162		00	34	90
	Cart Track		00	00	88
	159		00	56	25
	160		00	82	06
	SH-146		00	03	27
	122		00	14	51
Chas	72		00	39	13
	69		00	14	77
	71		00	00	20
	1084		00	38	79
	75		00	20	14
	76		00	16	43
	77		00	18	11
	53		00	13	31
	50		00	05	76
	49		00	09	16
	48		00	14	24
	47		00	12	77
	46		00	15	84
	45		00	12	32
	44		00	10	82
	42		00	03	75
	Cart Track		00	02	05
	128		00	06	58
	129		00	16	23
	130		00	12	56
	146		00	05	69
	142		00	18	04
	143 Paiky		00	07	76
	SH-60		00	05	26
	143		00	24	18
	221		00	11	57
	220		00	09	45

	219		00	06	36
	234		00	08	74
	233		00	05	56
	231		00	05	43
	Nala		00	02	72
	225		00	11	21
	224		00	12	74
	Mendka River		00	06	37
	447		00	03	91
	442		00	08	32
	449		00	14	40
	450		00	09	32
	454/2/A		00	01	57
	454		00	00	66
	Nala		00	03	70
	453		00	06	95
	455		00	00	64
	456		00	06	36
	457		00	03	81
	458		00	08	99
	459		00	11	32
	460		00	00	20
	Asphalt Road		00	01	98
	521		00	45	87
	516		00	24	33
	515		00	13	90
	514		00	12	25
	505		00	07	28
	504		00	02	71
	Metal Road		00	04	04
	544		00	18	99
	545		00	14	19
	546		00	09	55
	547		00	18	07
	548		00	41	93
	558		00	35	23
	559		00	42	89
	Nala		00	01	15
Akolner	Nala		00	01	13
	182		00	42	10
	183		00	44	03

	196		00	53	78
	Nala		00	01	03
	197		00	14	79
	198		00	05	73
	199		00	04	69
	200		00	05	52
	202		00	03	61
	203		00	07	23
	204		00	05	24
	205		00	02	27
	206		00	02	13
	207		00	02	43
	208		00	07	07
	216		00	12	92
	Cart Track (235)		00	01	76
	231		00	08	09
	236		00	08	51
	237		00	23	88
	240		00	00	20
	241		00	11	75
	286		00	36	54
	287		00	24	73
	288		00	00	24
	289		00	05	28
	290		00	19	94
	291		00	20	64
	292		00	67	59
	Asphalt Road (MDR-65)		00	03	58
	Cart Track		00	01	10
	346		00	26	72
	344		00	42	55
	345		00	05	29
	Field Cart Track		00	00	58
	294		00	06	05
	342		00	32	67
	Footpath		00	00	53
	341		00	33	57
	IOCL Terminal Akolner		00	16	99

[F. No. R-25011/42/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2226.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962, (1962 का 50) की धारा 2 के खण्ड (अ) के अनुसरण में 2 फरवरी 2015 को भारत के राजपत्र में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 307 (अ) तारीख 23 जनवरी, 2015 में निम्नलिखित रूप में **संशोधन करती है**,

श्री बी. वी. एस. प्रसाद, वरिष्ठ प्रचालन प्रबन्धक" **शब्दों के स्थान पर**, "श्री के. वी. एस. मूर्ति, प्रचालन प्रबन्धक, " **शब्द रखे जाएंगे।**

यह अधिसूचना जारी होने की तारीख से लागू होगी।

[फा. सं. आर-25011/14/2012-ओआर-I (पार्ट)/48578]

पवन कुमार, अवर सचिव

New Delhi, the 18th September, 2017

S.O. 2226.—In pursuance of clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendment in the notification of Government of India in Ministry of Petroleum and Natural Gas S.O. 308 (E) dated 23rd January 2015, namely:

In the said notification, **for the words "Shri B. V. S. Prasad, Senior Operations Manager" the words "Shri K. V. S. Murthy, Operations Manager" shall be substituted.**

The notification is applicable from the date of issue.

[F. No. R-25011/14/2012-OR-I (Pt.)/48578]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2227.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली — अहमदनगर — सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र — 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—वैजापुर	जिला:— औरंगाबाद		राज्य:— महाराष्ट्र		
मौजे/ग्राम	सर्वे / ब्लाक / सं. (प्लोट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टर	आर	वर्ग मीटर
1	2	3	4	5	6
सुराला	262		00	05	38
	261		00	20	97
	260		00	11	31

	256		00	31	56
	252		00	10	87
	नहर		00	05	08
	251		00	50	94
	250		00	33	92
	277		00	23	81
	275		00	14	87
	274		00	03	59
	278		00	34	66
	रास्ता		00	02	04
	243		00	00	68
	236		00	22	98
	242		00	00	60
	241		00	14	32
	238		00	32	20
	नहर		00	05	35
	117		00	20	25
	118		00	55	88
	नहर		00	03	31
	120		00	21	57
	रास्ता		00	03	23
	124		00	24	22
	125		00	10	04
	126		00	09	41
	कच्चा रास्ता		00	00	46
	127		00	03	93
	134		01	46	83
	नहर		00	02	45
	नहर		00	03	14
	163		00	12	86
	164		00	14	95
	165		00	12	35
	171		00	13	52
	172		00	27	48
	175		00	25	44
	नहर		00	02	33
	176		00	06	41
	रास्ता		00	11	79
कीरतपुर	67		00	37	07

	60		00	28	61
	चेर नाला		00	02	00
	61		00	37	79
	कच्चा रास्ता		00	00	97
	58		00	27	70
	नहर		00	04	15
	47		00	15	56
	48		00	44	36
	49		00	02	68
	45		00	38	06
	एम डी आर-31		00	01	85
	44		00	07	96
	नहर		00	04	62
भउर	134		00	07	64
	135		00	10	80
गोयगाव	18		00	27	41
	17		00	26	90
	15		00	13	53
	नारंगी नाला		00	11	11
	43		00	00	20
	44		00	12	58
	50		00	20	50
	51		00	18	11
	52		00	10	66
	कच्चा रास्ता		00	00	58
	54		00	22	32
	नहर		00	02	48
	56		00	18	77
	68		00	12	26
	65		00	13	86
	66		00	02	93
	62		00	14	18
	61		00	10	53
	105		00	31	49
	107		00	16	61
	108		00	17	10
	111		00	17	08
	112		00	18	28

	113		00	01	94
	नहर		00	02	86
लाडगांव	307		00	06	02
	308		00	14	00
	नहर		00	04	24
	305		00	28	96
	304		00	09	35
	294		00	92	44
	नहर		00	02	03
	रास्ता		00	04	93
	292		00	52	70
	कच्चा रास्ता		00	01	66
	283		00	56	07
	रास्ता		00	01	48
	226		00	17	62
	227		00	37	71
	228		00	13	11
	234		00	11	96
	235		00	07	94
	237		00	10	44
	कच्चा रास्ता		00	01	90
	194		00	12	99
	193		00	14	08
	नहर		00	02	99
	182		00	12	70
	181		00	12	79
	180		00	27	82
	179		00	25	15
	178		00	18	72
	नाला		00	05	13
	177		00	14	25
	नाला		00	01	59
	174		00	36	53
	173		00	08	79
	172		00	10	68
	171		00	16	33
	170		00	17	96
	169		00	07	24
	167		00	07	70

सावखेड गंगा	कच्चा रास्ता	00	01	02
	179	00	76	16
	नहर	00	02	23
	180	00	24	51
	181	00	24	52
	नहर	00	04	49
	182	00	12	54
	183	00	14	17
	रास्ता	00	01	06
	184	00	29	80
	185	00	10	01
	186	00	19	14
	187	00	16	43
	188	00	48	08
	189	00	18	20
	190	00	18	22
	191	00	15	94
	रास्ता	00	01	44
	193	00	31	09
	192	00	02	55
	195	00	00	31
	194	00	50	83
	नहर	00	03	05
	146	00	29	04
	147	00	18	03
	145	00	53	11
	144	00	11	84
	रास्ता	00	01	92
	136	00	57	30
	कच्चा रास्ता	00	00	36
	135	00	63	50
	एस एच-47	00	02	21
	कच्चा रास्ता	00	00	79
	116	00	40	88
	कच्चा रास्ता	00	00	59
	नाला	00	01	10

[फा. सं. आर-25011/44/2017-ओआर-I]

पवन कुमार, अवर सचिव

New Delhi, the 18th September, 2017

S.O. 2227 .—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B.Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Tahsil:- Vaijapur	District:- Aurangabad		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Surala	262		00	05	38
	261		00	20	97
	260		00	11	31
	256		00	31	56
	252		00	10	87
	Unlined Canal		00	05	08
	251		00	50	94
	250		00	33	92
	277		00	23	81
	275		00	14	87
	274		00	03	59
	278		00	34	66
	Metal Road		00	02	04
	243		00	00	68
	236		00	22	98
	242		00	00	60
	241		00	14	32
	238		00	32	20
	Unlined Canal		00	05	35
	117		00	20	25
	118		00	55	88
	Unlined Canal		00	03	31
	120		00	21	57

	Metal Road		00	03	23
	124		00	24	22
	125		00	10	04
	126		00	09	41
	Cart Track		00	00	46
	127		00	03	93
	134		01	46	83
	Unlined Canal		00	02	45
	Unlined Canal		00	03	14
	163		00	12	86
	164		00	14	95
	165		00	12	35
	171		00	13	52
	172		00	27	48
	175		00	25	44
	Unlined Canal		00	02	33
	176		00	06	41
	Asphalted Road		00	11	79
Keeratpur	67		00	37	07
	60		00	28	61
	Chor Nala		00	02	00
	61		00	37	79
	Field Cart Track		00	00	97
	58		00	27	70
	Unlined Canal		00	04	15
	47		00	15	56
	48		00	44	36
	49		00	02	68
	45		00	38	06
	Mdr-31		00	01	85
	44		00	07	96
	Unlined Canal		00	04	62
Bhaur	134		00	07	64
	135		00	10	80
Goygaon	18		00	27	41
	17		00	26	90
	15		00	13	53
	Narangi Nala		00	11	11
	43		00	00	20
	44		00	12	58
	50		00	20	50

	51		00	18	11
	52		00	10	66
	Cart Track		00	00	58
	54		00	22	32
	Unlined Canal		00	02	48
	56		00	18	77
	68		00	12	26
	65		00	13	86
	66		00	02	93
	62		00	14	18
	61		00	10	53
	105		00	31	49
	107		00	16	61
	108		00	17	10
	111		00	17	08
	112		00	18	28
	113		00	01	94
	Unlined Drain		00	02	86
Ladgaon	307		00	06	02
	308		00	14	00
	Unlined Canal		00	04	24
	305		00	28	96
	304		00	09	35
	294		00	92	44
	Unline Canal		00	02	03
	Metal Road		00	04	93
	292		00	52	70
	Cart Track		00	01	66
	283		00	56	07
	Asphalted Road		00	01	48
	226		00	17	62
	227		00	37	71
	228		00	13	11
	234		00	11	96
	235		00	07	94
	237		00	10	44
	Cart Track		00	01	90
	194		00	12	99
	193		00	14	08
	Canal		00	02	99
	182		00	12	70

	181		00	12	79
	180		00	27	82
	179		00	25	15
	178		00	18	72
	Nala		00	05	13
	177		00	14	25
	Nala		00	01	59
	174		00	36	53
	173		00	08	79
	172		00	10	68
	171		00	16	33
	170		00	17	96
	169		00	07	24
	167		00	07	70
Sawkhed Ganga	Cart Track		00	01	02
	179		00	76	16
	Canal		00	02	23
	180		00	24	51
	181		00	24	52
	Canal		00	04	49
	182		00	12	54
	183		00	14	17
	Metal Road		00	01	06
	184		00	29	80
	185		00	10	01
	186		00	19	14
	187		00	16	43
	188		00	48	08
	189		00	18	20
	190		00	18	22
	191		00	15	94
	Metal Road		00	01	44
	193		00	31	09
	192		00	02	55
	195		00	00	31
	194		00	50	83
	Canal		00	03	05
	146		00	29	04
	147		00	18	03
	145		00	53	11
	144		00	11	84

	Asphalted Road		00	01	92
	136		00	57	30
	Cart Track		00	00	36
	135		00	63	50
	SH-47		00	02	21
	Cart Track		00	00	79
	116		00	40	88
	Cart Track		00	00	59
	Nala		00	01	10

[F. No. R-25011/44/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2228.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टु-त्रिची एलपीजी परिवहन के लिए इंडियन ऑयल - पांडिचेरी- कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इससे उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री एस. पी. मधुसूदनन, सक्षम प्राधिकारी, भूमि अर्जन अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पाइपलाइन परियोजना, प्लॉट सं-14, जयप्रकाश स्ट्रीट, बी. जी. पी नगर, राजाजिपुरम, तिरुवल्लुर, तमिलनाडु-602001 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : विक्रवांडी	जिला : विल्लुपुरम		राज्य : तमिलनाडु		
गाँव का नाम	सर्वेक्षण सं.- खण्ड सं.	उप खण्ड सं.	क्षेत्रफल		
			हेक्टेर	एयर	वर्ग मीटर
1	2	3	4	5	6
31.मंदगपट्टु	154	13बी	0	07	20
	154	14	0	05	95
	155	1ए	0	04	15
	155	2ए	0	09	40
	155	2बी	0	01	85
	155	4ए	0	11	35
	155	5बी	0	02	65
	155	6	0	05	30

146	19	0	07	00
146	20ए	0	03	40
146	20बी	0	00	40
146	21ए	0	01	60
146	21बी	0	01	60
146	21ई	0	00	75
146	22डी	0	01	30
146	22ई	0	01	10
146	23डी	0	00	40
149	2बी	0	00	70
149	2सी	0	02	50

[फा. सं. आर-25011/45/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th September, 2017

S.O. 2228.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Liquefied Petroleum Gas from Ennore to Madurai Via Chengalpattu, Pondicherry(UT) and Trichy, a pipeline should be laid in the State of Tamil Nadu by Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri S.P.Madhusudhanan, Competent Authority, Land Acquisition Officer Indian Oil Corporation Limited, For Petroleum Pipeline Projects, Plot No.14, Jayaprakash Street, V.G.P. Nagar, Rajajipuram, Tiruvallur, TamilNadu – 602 001.

SCHEDULE

Taluk : Vikravandi	District : Villupuram		State : Tamil Nadu		
Name of the Village	Survey No.	Sub Division No.	Area		
			Hectare	Are	Square Meter
1	2	3	4	5	6
31.Mandagapattu	154	13B	0	07	20
	154	14	0	05	95
	155	1A	0	04	15
	155	2A	0	09	40
	155	2B	0	01	85
	155	4A	0	11	35
	155	5B	0	02	65

155	6	0	05	30
146	19	0	07	00
146	20A	0	03	40
146	20B	0	00	40
146	21A	0	01	60
146	21B	0	01	60
146	21E	0	00	75
146	22D	0	01	30
146	22E	0	01	10
146	23D	0	00	40
149	2B	0	00	70
149	2C	0	02	50

[F. No. R-25011/45/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2229.—केन्द्रीय सरकार को ऐसा प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में पेट्रोलियम पदार्थों के परिवहन के लिए "कोयली – अहमदनगर – सोलापुर पेट्रोलियम पाइपलाइन परियोजना के क्रियान्वयन हेतु इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जानी चाहिए:

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, और जिसमें उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है:

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना में युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाईन बिछाए जाने के लिए उसमें उपयोग के अधिकार के संबन्ध में श्री ए. बी. मोहेकर नायब कलेक्टर (अवकाश प्राप्त) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड, दूसरी मंजिल 4/1, वरद संकुल नांदगांव सड़क, मनमाड महाराष्ट्र – 423104 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका:—साकी	जिला:— धुले		राज्य:— महाराष्ट्र		
मौजे / ग्राम	सर्वे / ब्लॉक / सं. (प्लॉट सं.)	सब—डीव—सं.	क्षेत्रफल		
			हेक्टेयर	आर	वर्ग मीटर
1	2	3	4	5	6
चौपाले	जंगल		01	35	23
लव्हारतोडी	127		00	17	79
	126		00	15	80
	125		00	16	55

	135		00	17	37
	123		00	56	97
	142		00	04	01
	144		00	44	21
	नाला		00	07	73
	145		00	17	43
	148		00	28	48
	रास्ता		00	03	38
	151		00	31	69
	152		00	08	90
	153		00	04	95
	94		00	08	23
	93		00	24	11
	85		00	34	51
	87		00	09	00
	88		00	33	37
	89		00	01	38
	81		00	16	70
	80		00	13	38
	79		00	19	24
	78		00	03	61
	77		00	24	87
	76		00	33	57
हनुमंतनगर	12		00	18	01
	एम डी आर 35		00	02	44
	10		00	02	70
	11		00	17	39
	09		00	01	95
	14		00	82	70
	रास्ता		00	01	99
	18		00	09	26
काकरदे	175		00	08	91
	रास्ता		00	02	15
	170		00	55	71
	नाला		00	03	80
	रास्ता		00	01	60
	100		00	52	23
	101		00	43	86

	163		00	01	45
	162		00	11	79
	142		00	50	00
	141		00	09	78
	140		00	09	97
	139		00	09	79
	138		00	09	82
	रास्ता		00	01	52
	137		00	30	19
	121		00	22	22
	122		00	14	69
	123		00	09	51
	124		00	18	47
	134		00	23	68
	127		00	54	72
	रास्ता		00	01	34
कुटेर	रास्ता		00	04	30
	107		00	11	28
	98		00	31	42
	105		00	25	45
	99		00	13	36
	100		00	30	26
	101		00	39	15
	नाला		00	01	35
	91		00	45	08
बागुलनगर	18		00	84	60
	17		00	18	90
	10		00	60	58
	11		00	07	38
	रास्ता		00	01	91
	13		00	35	97
शिवाजीनगर	62		00	38	75
	61		00	60	83
	58		00	32	28
	63		00	29	84
	रास्ता		00	01	67
	49		00	48	09
	50		00	20	70

	18		00	97	88
	रास्ता		00	05	52
	17		00	23	33
	10		00	58	44
	9		00	23	92
	8		00	85	20
	रास्ता		00	00	21
कुतुरखाव	रास्ता		00	04	07
	83		00	00	39
	82		00	46	15
	79		00	03	29
	80		00	56	38
	74		00	33	14
	73		00	16	60
	जामखेरी नदी		00	09	33
जयरामनगर	जामखेरी नदी		00	08	30
	65		00	27	42
	66		00	22	26
	61		00	46	75
	60		00	51	61
	59		00	10	84
	44		00	41	48
	45		00	49	33
वाकी	108		01	21	29
	124		01	05	42
	215		00	36	27
	214		00	24	16
	213		00	27	94
	212		00	48	60
	209		00	40	15
	207		00	43	13
	202		00	50	29
	203		00	44	22
	198		00	49	58
	194		00	56	55
	191		00	57	49
	246		00	34	29
कैलासनगर	17		00	29	00

	16		00	23	53
	15		00	06	28
मलयाचापाडा	44		00	37	94
	45		02	37	39
	31		00	00	55
	46		00	50	09
	48		00	73	73
पीपलनेर	1067पैकी		00	35	65
	रास्ता		00	02	56
	1069		00	25	03
	1070		00	35	70
	1074		00	27	45
	1077		00	17	85
	1057		00	02	76
	1082		00	42	11
	केनाल		00	02	20
	1057		00	34	40
	1056		00	40	41
	एस.एच.14		00	04	21
	1019		00	05	92
	1020		00	08	98
	1021		00	11	04
	1022		00	00	20
	808		00	02	56
	807		00	07	57
	806		00	08	15
	776		00	09	96
	777		00	00	20
	775		00	03	38
	778		00	03	78
	768		00	08	64
	766		00	03	67
	767		00	03	92
	764		00	06	24
	763		00	12	11
	751		00	08	92
	752		00	02	36
	719		00	29	65

	रास्ता	00	00	61
	718	00	09	92
	नदी	00	17	22
	672	00	11	58
	रास्ता	00	01	90
	686	00	02	08
	687	00	02	17
	688	00	00	66
	689	00	00	20
	685	00	02	41
	691	00	10	25
	683	00	03	18
	692	00	00	35
	700	00	08	28
	1225	00	08	78
	701	00	00	89
	716	00	05	69
	715	00	01	00
	714	00	05	78
	एस.एच.7	00	05	45
	588	00	01	80
	589	00	06	62
	590	00	04	70
	591	00	04	14
	583	00	07	09
	582	00	00	50
	585	00	05	15
	445	00	05	84
	460	00	00	59
	459	00	11	05
	456	00	01	29
	458	00	13	53
	454	00	01	59
	562	00	05	30
	551	00	05	22
	558	00	07	37
	553	00	03	01
	554	00	03	58

	541		00	05	17
	540		00	05	65
	539		00	04	91
	538		00	00	20
	537		00	03	92
	536		00	62	47
	532		00	19	40
	531		00	18	41
	केनाल		00	01	40
	507		00	41	73
	खतगल नाला		00	03	24
चिकसे	नाला		00	05	18
	307		00	24	95
	कच्चा रास्ता		00	00	46
देशशिरवाडे	66		00	00	20
	67		00	08	85
	68		00	11	22
	71		00	08	00
	72		00	06	92
	74		00	12	34
	86		00	06	47
	87		00	13	39
	51		00	00	20
	85		00	02	21
	88		00	07	47
	कच्चा रास्ता		00	00	49
	रास्ता		00	01	64
	नहर		00	00	62
	89		00	06	29
	91		00	05	56
	92		00	14	86
	94		00	01	20
	93		00	11	17
	100		00	12	50
	99		00	10	57
	112		00	00	26
कादयाले	5		00	21	67
	4		00	42	38

	रास्ता		00	03	80
	नहर		00	00	54
	31		00	37	48
	32		00	01	22
	33		00	35	50
	34		00	08	10
	41		00	13	68
	40		00	59	21
	नाला		00	08	05
	39		00	34	31
गव्हाणीपाडा	45		00	39	67
	44		00	45	86
	40		00	07	56
	रास्ता		00	01	00
	कच्चा रास्ता		00	00	40
	नहर		00	00	98
	39		00	17	61
शेवडी	135		00	14	81
	136		00	14	33
	137		00	03	11
	139		00	14	78
	142		00	25	51
	141		00	32	23
	144		00	21	65
	नाला		00	09	70
	91		00	12	38
	148		00	07	40
	150		00	22	30
	रास्ता		00	00	48
	151		00	33	32
	152		00	01	04
	87		00	34	58
	3		00	00	63
	4		00	11	07
	5		00	10	20
	नहर		00	00	75
	29		00	38	25
	26		00	05	28

	28		00	02	70
	27		00	13	92
	19		00	17	40
	18		00	14	04
	कच्चा रास्ता		00	02	54
	17		00	00	20
	37		00	15	29
	कच्चा रास्ता		00	01	01
	38		00	21	17
	48		00	18	55
	नहर		00	01	83
	47		00	40	17
उभरे	रास्ता		00	02	33
	39		00	16	78
	34		00	36	35
	33		00	20	59
	35		00	15	26
	32		00	54	27
	रास्ता		00	02	11
	166		00	11	38
	169		00	30	63
	नाला		00	03	18
	168		00	32	83
	113		00	43	80
	नाला		00	02	81
	114		00	19	39
	116		00	42	67
	नाला		00	02	61
	118		00	47	15
	121		00	14	80
	119		00	58	91
	120		00	01	86
	नाला		00	04	11
उभटी	45		00	04	62
	62		00	35	07
	रास्ता		00	00	84
	44		00	07	93
	40		00	13	31

	कच्चा रास्ता		00	01	28
	135		00	37	30
	151		00	30	59
	150		00	04	38
	कच्चा रास्ता		00	01	77
	152		00	26	41
	153		00	18	36
	156		00	13	94
	157		00	07	63
	171		00	12	65
	158		00	19	42
	170		00	26	08
	164		00	27	11
	98		00	45	94
दिघावे	549		00	98	03
	226		00	41	72
	225		00	23	60
	219		00	15	59
	218		00	19	68
	217		00	14	00
	215		00	09	28
	214		00	13	53
	213		00	22	10
	212		00	10	87
	211		00	30	36
	210		00	12	01
	209		00	15	03
	208		00	00	36
	196		00	37	60
	रास्ता—52		00	01	50
	197		00	57	54
	198		00	48	70
	199		00	41	07
	200		00	43	08
	201		00	01	57

[फा. सं. आर-25011/47/2017-ओआर-1]

पवन कुमार, अवर सचिव

New Delhi, the 18th September, 2017

S.O. 2229.—Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of Petroleum from the State of Maharashtra a pipeline should be laid for implementing Koyali - Ahmednagar – Solapur Pipeline Project under Koyali – Ahmednagar Pipeline by the Indian Oil Corporation;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person who is interested in the land described in the said Schedule may submit objection in writing to Shri A.B. Mohekar, Deputy Collector (Retd.) Competent Authority Indian Oil Corporation Limited, Second floor, 4/1, Varad Sankul, Nandgaon Road, Manmad – 423104, Maharashtra. Within twenty one days from the date on which the copies of this notification issued under sub-section (1) of Section 3 of the said Act, as published in the Gazette of India, are made available to the general public.

SCHEDULE

Taluka:- Sakri	District:- Dhule		State :- Maharashtra		
Mauje / Village	Survey/Block No.	Sub-Div-No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
Chaupale	Forest Area		01	35	23
Lavhardoudi	127		00	17	79
	126		00	15	80
	125		00	16	55
	135		00	17	37
	123		00	56	97
	142		00	04	01
	144		00	44	21
	Nala		00	07	73
	145		00	17	43
	148		00	28	48
	Asphalt Road		00	03	38
	151		00	31	69
	152		00	08	90
	153		00	04	95
	94		00	08	23
	93		00	24	11
	85		00	34	51
	87		00	09	00
	88		00	33	37
	89		00	01	38
	81		00	16	70
	80		00	13	38

	79		00	19	24
	78		00	03	61
	77		00	24	87
	76		00	33	57
Hanumantnagar	12		00	18	01
	M.D.R 35		00	02	44
	10		00	02	70
	11		00	17	39
	09		00	01	95
	14		00	82	70
	Metal Road		00	01	99
	18		00	09	26
Kakarde	175		00	08	91
	Asphalt Road		00	02	15
	170		00	55	71
	Nala		00	03	80
	Asphalt Road		00	01	60
	100		00	52	23
	101		00	43	86
	163		00	01	45
	162		00	11	79
	142		00	50	00
	141		00	09	78
	140		00	09	97
	139		00	09	79
	138		00	09	82
	Murum Road		00	01	52
	137		00	30	19
	121		00	22	22
	122		00	14	69
	123		00	09	51
	124		00	18	47
	134		00	23	68
	127		00	54	72
	Asphalt Road		00	01	34
Kuter	Asphalt Road		00	04	30
	107		00	11	28
	98		00	31	42
	105		00	25	45
	99		00	13	36
	100		00	30	26

	101		00	39	15
	Nala		00	01	35
	91		00	45	08
Bagulnagar	18		00	84	60
	17		00	18	90
	10		00	60	58
	11		00	07	38
	Metal Road		00	01	91
	13		00	35	97
Shivajinagar	62		00	38	75
	61		00	60	83
	58		00	32	28
	63		00	29	84
	Asphalted Road		00	01	67
	49		00	48	09
	50		00	20	70
	18		00	97	88
	Asphalted Road		00	05	52
	17		00	23	33
	10		00	58	44
	9		00	23	92
	8		00	85	20
	Asphalted Road		00	00	21
Kuturkhab	Ashaphalt Road		00	04	07
	83		00	00	39
	82		00	46	15
	79		00	03	29
	80		00	56	38
	74		00	33	14
	73		00	16	60
	Jamkheri Nadi		00	09	33
Jayramnagar	Jamkheri Nadi		00	08	30
	65		00	27	42
	66		00	22	26
	61		00	46	75
	60		00	51	61
	59		00	10	84
	44		00	41	48
	45		00	49	33
Waki	108		01	21	29

	124		01	05	42
	215		00	36	27
	214		00	24	16
	213		00	27	94
	212		00	48	60
	209		00	40	15
	207		00	43	13
	202		00	50	29
	203		00	44	22
	198		00	49	58
	194		00	56	55
	191		00	57	49
	246		00	34	29
Kailashnagar	17		00	29	00
	16		00	23	53
	15		00	06	28
Malyachapada	44		00	37	94
	45		02	37	39
	31		00	00	55
	46		00	50	09
	48		00	73	73
Pipalner	1067PAIKI		00	32	65
	Asphalt Road		00	02	56
	1069		00	25	03
	1070		00	35	70
	1074		00	27	45
	1077		00	17	85
	1057		00	02	76
	1082		00	42	11
	Unlined Canal		00	02	20
	1057		00	34	40
	1056		00	40	41
	SH-14		00	04	21
	1019		00	05	92
	1020		00	08	98
	1021		00	11	04
	1022		00	00	20
	808		00	02	56
	807		00	07	57
	806		00	08	15
	776		00	09	96

777	00	00	20
775	00	03	38
778	00	03	78
768	00	08	64
766	00	03	67
767	00	03	92
764	00	06	24
763	00	12	11
751	00	08	92
752	00	02	96
719	00	29	65
Cart track	00	00	61
718	00	09	92
River	00	17	22
672	00	11	58
Cart Track	00	01	90
686	00	02	08
687	00	02	17
688	00	00	66
689	00	00	20
685	00	02	41
691	00	10	25
683	00	03	18
692	00	00	35
700	00	08	28
1225	00	08	78
701	00	00	89
716	00	05	69
715	00	01	00
714	00	05	78
SH-7	00	05	45
588	00	01	80
589	00	06	62
590	00	04	70
591	00	04	14
583	00	07	09
582	00	00	50
585	00	05	15
445	00	05	84
460	00	00	59
459	00	11	05

	456		00	01	29
	458		00	13	53
	454		00	01	59
	562		00	05	30
	551		00	05	22
	558		00	07	37
	553		00	03	01
	554		00	03	58
	541		00	05	17
	540		00	05	65
	539		00	04	91
	538		00	00	20
	537		00	03	92
	536		00	62	47
	532		00	19	40
	531		00	18	41
	Unlined Canal		00	01	40
	507		00	41	73
	Khatgal Nala		00	03	24
Chikse	Nala		00	05	18
	307		00	24	95
	Cart Track		00	00	46
Deshshirwade	66		00	00	20
	67		00	08	85
	68		00	11	22
	71		00	08	00
	72		00	06	92
	74		00	12	34
	86		00	06	47
	87		00	13	39
	51		00	00	20
	85		00	02	21
	88		00	07	47
	Cart Track		00	00	49
	Service Road		00	01	64
	Unlined Canal		00	00	62
	89		00	06	29
	91		00	05	56
	92		00	14	86
	94		00	01	20
	93		00	11	17

	100		00	12	50
	99		00	10	57
	112		00	00	26
Kadyale	5		00	21	67
	4		00	42	38
	Service Road		00	03	80
	Unlined Canal		00	00	54
	31		00	37	48
	32		00	01	22
	33		00	35	50
	34		00	08	10
	41		00	13	68
	40		00	59	21
	Nala		00	08	05
	39		00	34	31
Gavhanipada	45		00	39	67
	44		00	45	86
	40		00	07	56
	Road		00	01	00
	Cart Track		00	00	40
	Online Canal		00	00	98
	39		00	17	61
Shewadi	135		00	14	81
	136		00	14	33
	137		00	03	11
	139		00	14	78
	142		00	25	51
	141		00	32	23
	144		00	21	65
	Nala		00	09	70
	91		00	12	38
	148		00	07	40
	150		00	22	30
	Asphalt Road		00	00	48
	151		00	33	32
	152		00	01	04
	87		00	34	58
	3		00	00	63
	4		00	11	07
	5		00	10	20

	Unlined Canal		00	00	75
	29		00	38	25
	26		00	05	28
	28		00	02	70
	27		00	13	92
	19		00	17	40
	18		00	14	04
	Cart track		00	02	54
	17		00	00	20
	37		00	15	29
	Cart track		00	01	01
	38		00	21	17
	48		00	18	55
	Unlined Canal		00	01	83
	47		00	40	17
Umbhare	Asphalt Road		00	02	33
	39		00	16	78
	34		00	36	35
	33		00	20	59
	35		00	15	26
	32		00	54	27
	Asphalt Road		00	02	11
	166		00	11	38
	169		00	30	63
	Nala		00	03	18
	168		00	32	83
	113		00	43	80
	Nala		00	02	81
	114		00	19	39
	116		00	42	67
	Nala		00	02	61
	118		00	47	15
	121		00	14	80
	119		00	58	91
	120		00	01	86
	Nala		00	04	11
Umbharti	45		00	04	62
	62		00	35	07
	Road		00	00	84
	44		00	07	93

	40		00	13	31
	CTR		00	01	28
	135		00	37	30
	151		00	30	59
	150		00	04	38
	CTR		00	01	77
	152		00	26	41
	153		00	18	36
	156		00	13	94
	157		00	07	63
	171		00	12	65
	158		00	19	42
	170		00	26	08
	164		00	27	11
	98		00	45	94
Dighawe	549		00	98	03
	226		00	41	72
	225		00	23	60
	219		00	15	59
	218		00	19	68
	217		00	14	00
	215		00	09	28
	214		00	13	53
	213		00	22	10
	212		00	10	87
	211		00	30	36
	210		00	12	01
	209		00	15	03
	208		00	00	36
	196		00	37	60
	Asphalted Road T-52		00	01	50
	197		00	57	54
	198		00	48	70
	199		00	41	07
	200		00	43	08
	201		00	01	57

[F. No. R-25011/47/2017-OR-I]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 20 सितम्बर, 2017

का.आ. 2230.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) भारत के राजपत्र, (असाधारण) के अधीन जारी की गयी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. 905(अ), तारीख 20 मार्च 2015, द्वारा तमिलनाडु राज्य में एन्नूर से मदुरै तक वाया चेंगलपट्टु-पांडिचेरी-त्रिची एलपीजी परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 08.04.2015 को उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप- धारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाना चाहिए।

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निर्देश देती है कि उक्त भूमि के उपयोग का अधिकार इस अधिसूचना के प्रकाश की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त हो कर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

पेट्रोलियम और खनिज पाइपलाइन अधिनियम, 1962 की धारा 10 के अधीन किसी भी क्षतिपूर्ति के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड पूर्णतया उत्तरदायी होगी और पाइपलाइन से सम्बन्धित किसी भी मामले पर केन्द्रीय सरकार के विरुद्ध कोई वाद दावा या कानूनी कार्यवाही नहीं हो सकेगी।

अनुसूची

तालुका : पोन्नोरी	जिला : तिरुवल्लूर		राज्य : तमिलनाडु		
गाँव का नाम	सर्वेक्षण सं.- खण्ड सं.	उप खण्ड सं.	क्षेत्रफल		
			हेक्टेर	एयर	वर्ग मीटर
1	2	3	4	5	6
43. अत्तिपददु -II	9	1ए	0	01	10
	9	1बी1ए	0	00	40
	6	3	0	10	10
141. पुज़िहधिवक्कम	153	1डी	0	10	80
	155	10डी	0	08	00
	155	10सी	0	10	50
	155	10बी	0	06	10
	155	10ए	0	06	00
	155	5	0	11	50
	154	2सी2	0	05	35
	154	2सी1	0	01	75

154	3बी1	0	01	30
154	3ए2	0	02	40
154	3ए1	0	03	70
175	2बी5	0	09	60
175	1बी2	0	02	70
175	2बी3	0	01	10
175	2बी4	0	00	40
175	1ए5	0	04	50
175	1ए3	0	08	50
175	1ए2	0	08	90
169	3	0	06	50
169	1	0	01	00
168	2	0	00	40
168	1	0	00	80
167		0	03	65
166		0	07	10
164	4ए	0	07	40
164	4बी	0	05	80
162	1ए	0	01	10
163	2	0	08	50

[फा. सं. आर-25011/10/2014-ओआर-I/33247]

पवन कुमार, अवर सचिव

New Delhi, the 20th September, 2017

S.O. 2230.—Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.No.905(E) dated: 20-03-2015 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (herein after referred to as the said Act) the Central Government declared its intention to acquire the Right of User in the Lands specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of Liquefied Petroleum Gas from Ennore to Madurai (Via) Chengalpattu, Pondicherry (UT) Trichy in the State of Tamil Nadu, a pipeline should be laid by the Indian Oil Corporation Limited, for implementing the Ennore – Trichy – Madurai Pipeline Project.

And whereas, copies of the said notifications were made available to the public from 08.04.2015.

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the Right of User in the Land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the Right of User in the said Land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the Right of User in the said Land shall instead of vesting in the Central Government, vest from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

Indian Oil Corporation Limited shall be exclusively liable for any compensation in terms of section 10 of the P & M P Act, 1962 and no suit, claim or legal proceeding would lie against the Central Government on any matter relating to pipeline.

SCHEDULE

Taluk : Ponneri	District : Tiruvallur		State : Tamil Nadu		
Name of the Village	Survey No.	Sub Division No.	Area		
			Hectare	Are	Square Meter
1	2	3	4	5	6
43. Athipattu-II	9	1A	0	01	10
	9	1B1A	0	00	40
	6	3	0	10	10
141. Puzhidhivakkam	153	1D	0	10	80
	155	10D	0	08	00
	155	10C	0	10	50
	155	10B	0	06	10
	155	10A	0	06	00
	155	5	0	11	50
	154	2C2	0	05	35
	154	2C1	0	01	75
	154	3B1	0	01	30
	154	3A2	0	02	40
	154	3A1	0	03	70
	175	2B5	0	09	60
	175	1B2	0	02	70
	175	2B3	0	01	10
	175	2B4	0	00	40
	175	1A5	0	04	50
	175	1A3	0	08	50
	175	1A2	0	08	90
	169	3	0	06	50
	169	1	0	01	00
	168	2	0	00	40

168	1	0	00	80
167		0	03	65
166		0	07	10
164	4A	0	07	40
164	4B	0	05	80
162	1A	0	01	10
163	2	0	08	50

[F. No. R-25011/10/2014-OR-I/33247]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2231.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में उक्त अधिनियम के अधीन आन्ध्र प्रदेश राज्य में हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड के विजयवाड़ा धर्मपुरी पाइपलाइन परियोजना के लिए सक्षम प्राधिकारी के कृत्यों के पालन के लिए श्री ए. वेंकटराव, उप कलेक्टर, को अधिकारी के रूप में प्राधिकृत करती है।

यह अधिसूचना जारी होने की तिथि से लागू होगी।

[फा. सं. आर-31015/07/2011-ओआर-II/15210]

पवन कुमार, अवर सचिव

New Delhi, the 21st September, 2017

S.O. 2231.—In pursuance of clause (a) of section 2 of the Petroleum Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes Sri A.Venkata Rao, Deputy Collector to perform the function of Competent Authority for Vijayawada Dharmapuri Pipeline Project, Hindustan Petroleum Corporation Limited under the said Act within the territory of State of Andhra Pradesh.

This notification will be effective from the date of its issue.

[F. No. R-31015/07/2011-OR-II/15210]

PAWAN KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2232.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 60/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-41011/13/2002-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 15th September, 2017

S.O. 2232.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2002) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 15.09.2017.

[No. L-41011/13/2002-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/60 of 2002

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF
CENTRAL RAILWAY**

The Divisional Railway Manager (C)
Central Railway
Divisional Office, Commercial Branch
Mumbai CST
Mumbai-400 001

AND

THEIR WORKMEN

The Secretary,
Raigad Mazdoor Sangh
Shedge Building
Shivaji Chowk, At Post Mahad
Tal. Mahad
Distt. Raigad-402 301

APPEARANCES :

FOR THE EMPLOYER : Mr. Abhay Kulkarni, Advocate.

FOR THE WORKMEN : Mr. Anil Dhumne, Representative.

Mumbai, dated the 22nd May, 2017

AWARD

This is a Reference by the Central Government in exercise of the powers under Clause (d) of Sub Section (1) and sub section (2 A) of Section 10 of the Industrial Disputes Act 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-41011/13/2002-IR (B-I) dt.25/07/2002. The terms of the Reference given in the schedule are as follows:

“Whether the action of the management of Central Railway in discontinuing the services of 12 workmen (Shown in Annexure ‘A’) without following principle of Natural Justice is proper and justified? If not, what relief these workmen are entitled ?”

2. The present reference is in respect of 12 workmen. The list of the concerned 12 workmen showing their names and date of appointment is as per annexure ‘A’ which is given below:

Sr. No.	Name	Date of appointment
1.	Mr. Narayan Vithal	01.10.1960
2.	Mr. Ramchandra Chimaji	01.10.1970
3.	Mr. Narayan Chimaji	01.10.1970
4.	Mr. Bhagu Narayan	01.10.1970
5.	Mr. Ramchandra Vithal	01.10.1970
6.	Mr.Genu Narayan	01.10.1970

7.	Mr.Kisan Kondiba	01.10.1980
8.	Mr. Pandurang Devji	01.10.1985
9.	Mr. Suresh Laxman	01.10.1998
10.	Mr. Anantha Hari	01.10.1980
11.	Mr. Vishnu Ganpat	01.10.1990
12.	Mr. Babu Dagdu	01.10.1998

3. After receipt of reference notices were issued. Both the parties were served with the notices. They appeared through their respective representatives. Second party union has filed Statement of Claim (Ex-7). According to the Union concerned workmen were working at Matheran Railway Station under Central Railway, Mumbai Division, Mumbai CST as daily rated workmen. These daily rated workmen were initially registered as Licensed Porters (Hamal) by the C.R. Matheran Railway Station. License Porter means the person who carries the luggage of the railway passenger at the Railway station. But they are not the employees of the Railway. The Parcel Porter means the worker who is handling the luggage of parcel of the Railway but not passenger. Parcel Porters are the employees of Railway. It is rule of the CR that when License Porter's services are utilized for handling the parcels of Railway and they are paid wages by the Central Government, then it is necessary and compulsory binding on the porters that when they are working for the Railway for handling the parcels, they should surrender their license to the Railway administration.

4. According to the Union the concerned workmen were employed in the Central Railway Mumbai CST on the respective dates as daily rated workmen for handling the parcels of Railway at Matheran Station. Their services were continued from their date of appointment. All the workmen have completed 240 days continuous and uninterrupted services as daily rated workmen at Matheran Railway Station. They were working under the control and supervision of Railway Official of C.R. Daily Attendance of daily rated workmen was maintained by Matheran Rly administration. Railway Administration have paid wages to these workmen on hourly rated basis. They were not getting weekly off. They were not enjoying national holidays. Matheran Railway Station Manager was preparing the pay sheets of all these workmen and used to send them to the Divisional Railway Manager for sanction of every month wages.

5. According to the union the concerned workmen were getting the wages including the DA. Since they have worked for more than 240- days with the employer they are entitled to be declared as employees of Railway as per the provisions of Industrial Disputes Act 1947. Even Chapter V B of I.D. Act is applicable to the employer and therefore it is necessary for the employer to obtain permission from Central Govt. before retrenching the concerned workmen from service. Employer i.e. C.R. have not applied for permission to the Govt. for retrenchment nor they were paid retrenchment compensation. As such there is complete violation of chapter V-B and Section 25 N of the I.D. Act.

6. According to the union concerned workmen were not given one month's notice pay nor they were paid compensation as per Sec 25 F (b) of the I.D. Act 1947. Employer has also failed to publish the seniority list of the employees before effecting the retrenchment of the concerned workmen. However their services came to be terminated without following the principles of natural justice. The Union is therefore asking to declare that the action of termination of concerned workmen by employer as illegal, and unjustified. The union is also asking for direction to the employer to reinstate the concerned workmen with full back wages, consequential benefits and continuity of service i.e. from the date of termination of their services.

7. First Party management (Railway Administration) resisted the statement of claim by filing their Written Statement (Ex-15). It is condition of the management (Railway Admn) that second party Union has no locus standi to espouse the cause of the workmen under reference. It is submitted that the concerned workmen are licensed porters. There is no employer-employee relationship between the Central Railway and the License Porters i.e. the concerned workmen. Management has at no point of time conferred status of workmen in respect of the concerned workmen. As such the reference is not maintainable.

8. It is also the case of the management that the concerned workmen were only license porter and not parcel porter. Railway Boards Letter no. 409 ITG dt. 1/5/1947 says that the service of Licence Porter cannot be utilized for railway work. The management therefore is not using license porter for Railway parcel handling work. The Licensed Porter when worked for Railways were paid reasonable remuneration at the rate per hour. However the licensed porter cannot be utilised for more than 4 hours in a day for Railway work.

9. It is case of the management that the management is providing the licensed porter several facilities under the welfare scheme on humanity ground even though they are not employee of the railway. Licensed Porters can transfer their license to their relative or the persons of their choice as provided in Railway Board's letter dt 21/08/1998. They are not governed by the Railway Establishment Rules. Licensed porters are not railway employees. As such the

concerned workmen cannot be given any benefits of Railway servants. Management has sought the rejection of Reference.

10. By way of rejoinder Ex-16, concerned workmen have come out a case that the union is a registered union under the Trade Union Act 1926 and it has got right to espouse the cause of workers. It is contended that the concerned workmen have surrendered their license and hence there was no question of renewal of the same. It is practice to surrender the license as and when the porter was taken in the employment of the Railway.

11. Following issues are framed at Ex-17. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	ISSUES	FINDINGS
1.	Whether the Raigad Mazdoor Sangh has locus standi to represent the workmen?	Yes.
2.	Whether they are workmen and whether they were employed by Railways as its daily rated workers?	No.
3.	Whether Chapter V-B and Section 25 N of the Industrial Disputes Act was attracted under the facts and circumstances of the case?	No.
4.	Whether the workmen were retrenched in violation of 25 F of the Industrial Disputes Act 1947?	No.

REASONS

Issue no.1 :

12. As a matter of fact, dispute which is espoused by the concerned union i.e. the Second party union is on the basis of the failure report sent by the Assistant Labour Commissioner (C). That would show that the demand was made by the Union espousing the cause of the concerned workmen.

13. Ld. Counsel for the management submitted that the second party union has no locus-standi to espouse the present Reference. But then the fact remains that the concerned second party union is a registered union under the Trade Union Act 1926 bearing Registration no. 500 dt. 4/10/1994. By virtue of being a registered union, the union has got right to espouse the cause of the workers since in their Statement of claim they are claiming themselves to be the employees of the Railway Administration.

14. In this respect it will have to be said that there is no resolution adopted by the majority union to espouse the cause, but what is necessary is that the union in order to take the cause should be sufficiently represented to espouse the cause. The proof of support by the union may also be available aliunde it would depend upon the facts of each case. In view of that it can be said that the concerned second party union has every right to represent the cause of the workmen. It has locus standi to represent them. This issue is accordingly answered in the affirmative.

Issues nos. 2 to 3 :

15. From the pleadings it seems to be an admitted position that the concerned workmen were initially registered as license Porters by the Central Railway, Matheran Railway Station. Admittedly therefore when they were registered as Hamal (License Porters) they are engaged to carry the luggage of the Railway passengers at the Railway station and they are not employees of the Railway.

16. According to the concerned workmen, Railway administration engaged them in handling the luggage and parcels of the Railway. As such the work they were doing the work as Parcel Porter/ daily rated workmen under Central Railway Mumbai Division, Mumbai CST. Since they being the Parcel Porters they are the employees of the Railway. The question is whether they were engaged as parcel porters / daily rated workmen by the Railway Administration.

17. In this respect we have document Ex-42. It is the circular issued by Divisional Railway Manager Central Railway, CST Mumbai. It is in respect of utilization of the License Porters for Railway parcel handling work. It mentions that as per guidelines received from Railway board it has been decided that the License Porter should not be utilized as Parcel Porters for handling luggage of the Railway as they are granted license for carrying passenger luggage only. In case they are to be utilized for handling parcels, then they should surrender their coolie license. In view of that the evidence of Narayan Kadam is to the effect that as per this circular, the concerned workmen were engaged for carrying luggage of the Railway from the dates of their appointment and thereafter their services were continued as parcel porters at Matheran Railway Station. To be precise his evidence is that, all the workmen have completed 240

days continuous and uninterrupted service as daily rated workmen at Matheran Railway Station and since they were working under the control and supervision of Railway Administration there exists employer-employee relationship.

18. However in his cross examination he has admitted that no any appointment letter was issued to him by Railway authority appointing him as a parcel porter. He even admits that they were working for 6 hours in a day and were paid for half a day. Admittedly there is no document to show that he did the work as a parcel porter for more than 240 days. In view of his evidence it can be seen that though the concerned workmen were given license for handling the luggage of the passengers, but then they have also not produced the license on record and as such it is not been established that they were doing the work of handling the parcels of the Railway.

19. Even if it is admitted for the sake of arguments that initially they were registered as license porters and subsequently they were asked to do work of handling the luggage and parcels of the Railway. But then the fact remains that they cannot be termed as the employees of the Railway Administration. In order to establish the relationship of employer- employee it is necessary to establish that the workers were working under the direct control and supervision of the first party employer. The so called register relied upon by the Union will not prove the employer-employee relationship. It is because the concerned workman in his evidence has categorically admitted that the wage register is maintained by Mukadam. The said mukadam has not been examined by second party. Said register is purportedly maintained for license porter and not for parcel porters. It cannot be said therefore that the said register pertains to the work of parcel porters as claimed by the union.

20. The fact remains that the concerned workmen were initially registered as license porters and the nature of work which were assigned to them was in respect of carrying the luggage of the passengers. Admittedly Matheran Railway Station is having very light work of loading and unloading parcels. Since it is admitted that only 5 trains are coming to and going from Matheran. It seems improbable therefore that all the concerned workmen were engaged as parcel porters since there was no exigency of work. Admittedly the work as a parcel porter is intermittent and depending upon the exigency of the work. In the absence of documentary evidence there is no substance in the contention that the concerned workmen were performing the work for full day that too continuously without any break for 240 days or more in 12 months immediately preceeding the month in which they were purportedly engaged.

21. That apart, there is no evidence to show that the officials of the Railway Administration were supervising the work of the concerned workmen. As per the circular they cannot be assigned the work as parcel porters. Even if they are engaged for the said work as casual workers then they have no right to employment only for the reason that they have been performing duties for large number of years.

22. Ld. Counsel for the management seeks to rely on the case of **Secretary, State of Karnataka & Ors V/s. Uma Devi 2006 II CLR 261** to submit that temporary or contract labourers cannot be regularized in public Service as they are not recruited by following recruitment process.

23. Ld. Counsel for the management submitted that the concerned workmen were registered as Licence Porters engaged in carrying the passenger luggage and therefore they cannot claim as Railway parcel porters. He submits that the concerned workmen are not the employees of Central Railway because they could not have performed the duties which can be assigned to the regular employees. Admittedly the concerned workmen had not participated in recruitment exercise of the Central Railway. They were not doing the job for full day and as such there is no employee-employer relationship between the management and them.

24. Learned Counsel for concerned workmen has relied on the decision in case of **Union of India V/s. Ramchandra Tamti & Ors 2005 ICLR 604**. He submits that set of Porters doing work of handling Railway Parcels and goods are entitled to get benefits and seek regularization since Railways have treated them on different footing while emphasizing at one point that those Porters engaged in carrying passengers Luggage could also opt for handling Railway Parcels and goods if they surrendered their Licences. In view of this it is submitted that concerned workmen are to be absorbed permanently on the basis of quantum of work available to them.

25. In my considered view the evidence led so far by the concerned workmen is not sufficient to establish employer-employer relationship. The register relied upon by them is of the license porters and that will not establish that they were assigned the duties of the employees of Central Railway as Parcel Porters. There is no other evidence to show or establish relationship of employer-employee between the First Party and concerned workmen. As such the evidence as adduced by the concerned workmen is too skeletal to establish that they are the workmen and were employed by the Railway Administration as daily rated workers.

26. Since no employer-employee relationship has been established there is no question of paying compensation to the concerned workmen in view of provision 25 F of the I.D. Act. Exhibit-78 in that respect makes it clear that they being the licensed porters are not the Railway employees and therefore there was no question of their retrenchment.

27. Considering all these facts I hold that the concerned workmen are not the employees of Railway Administration and they cannot seek regularization. It cannot be said therefore that their services came to be terminated without following the principles of natural justice. In view of that all the issues are answered accordingly in terms of above observations. In the circumstances I pass the following order:

ORDER

The Reference is rejected with no order as to cost.

Date: 22.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2233.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 50/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-41012/42/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2233.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 50/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 15.09.2017.

[No. L-41012/42/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/50 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
WESTERN RAILWAY & ANR.

The Sr. Divisional Electrical Engineer (Sub-Urban)
Western Railway, Office of the DRM
Mumbai Division, Mumbai Central
Mumbai-400 008.

The Sr. Divisional Finance Manager
Western Railway, Office of the DRM
Mumbai Division, Mumbai Central
Mumbai-400 008.

AND

THEIR WORKMEN

The Dy. General Secretary
Paschim Railway Karmachari Parishad
33, Moti Bhavan
Dr. D'Silva Road
Dadar (W)
Mumbai-400 028.

APPEARANCES:

FOR THE EMPLOYER : Ms. Jyoti Panvalkar, Advocate.
 FOR THE UNION : No appearance.

Mumbai, the 30th May, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-41011/42/2015-IR (B-I), dated 04.09.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Western Railway, Mumbai Division in denying overtime allowances to 14 Class-III JEs working under Electrical Section Traction Distribution on the plea that they are notified as a supervisory staff is just and legal? If not, what relief the workmen concerned are entitled to ?”

2. After receipt of the Reference, notices were served on both the parties. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Orders were passed on Ex-1. Accordingly I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 30.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2234.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 22/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/76/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2234.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/76/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/22 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

STATE BANK OF INDIA

Assistant General Manager,
 State Bank of India, Zonal Office,
 Admn Office, Sharda Chamber,

7th Floor, 386/2, Shankarseth Road,
Pune – 411 037.

AND

THEIR WORKMAN

Smt. Alka Bikan Gaikwad,
S No. 311, Bhavani Peth,
Kasewadi,
Pune – 411 042

APPEARANCES :

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate
FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, dated the 14th July, 2017

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/76/2012 – IR (B-I) dated 25.03.2013. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Smt. Alka Bikan Gaikwad w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, she was working with the first party bank since 1985 as a Sweeper. She has worked continuously from 1985 to 16.1.2012 with the first party bank. She was doing the work of cleaning and sweeping the premises of Zonal Office Pune and the officers’ quarters of the first party bank under direct control and supervision of the first party bank. Her work is regular and perennial. The first party bank was making payment to her. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon’ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to her directly by the first party bank.

4. It is contention of the second party workman that she was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947. Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of her services by the first party bank is illegal. She is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank’s residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometime in 1999 – 2000.

However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that she was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base her claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employer relationship between the first party bank & concerned workman?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Smt. Alka Bikan Gaikwad w.e.f. 16/01/2012 is legal and justified ?	Yes
4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
3.	What Order ?	As per final order

REASONS

Issue No. 1 :

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide

order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/S. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contract labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/S. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/S. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to her directly. As per her contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of her service and the reference has arisen out of her demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank for doing house-keeping at Pune Zonal office and bank's quarters at Pune since 1981. In her evidence also the second party workman has stated that Thekedar Kamgar Sangh and Pune Mazdoor Sangh are not the employees of S.B.I. She admits that due to dispute the inter-se between workers, they requested the bank to make the payment directly to them and arrangement was worked out. She then admits that since M/s. Golden Enterprises has abandoned the contract in 1998 and the trade union namely Thekedar Kamgar Sangh has filed writ petition bearing No. 6247 of 1998 in the Hon'ble Bombay High Court. In this writ petition the petitioners have made averments categorically that they have been employed by M/s. Golden Enterprises and that they are working on behalf of M/s. Golden Enterprises in the bank premises at Pune. It is admitted that in para 3(a) of statement of claim, it is stated that she and other workers were on the muster of M/s. Golden Enterprises. She even admits that before 1998 M/s. Golden Enterprises used to make payment to them and that they were not under the disciplinary control of the bank. Even it is

admitted that they were not getting the facilities as available to the other bank employees. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, she admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), she and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by her that before 1998 M/s. Golden Enterprises use to make payment to them. She even admits that she and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank she has been continued with such arrangement in respect of payment of wages to her by the bank by depositing her wages directly in her account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that she was a contract labour for doing the house-keeping job at the banks premises and therefore she continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be discontinued only because the petition has been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one Shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while she was continued to be contract labour even after the order of Hon'ble Bombay High Court till her services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I.

and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of Indian Iron & Steel Co. Ltd. V/S. State of West Bengal & Ors. 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee / union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman herself has admitted in her cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze, Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of International Airport Authority of India V/S. International Air Cargo Union and Anr. 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and her services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract her services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work

under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, her appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/S. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated her services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 14.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2235.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 30/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/104/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2235.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/104/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT : M.V. DESHPANDE, Presiding Officer****REFERENCE NO.CGIT-2/30 of 2013****EMPLOYERS IN RELATION TO THE MANAGEMENT OF****STATE BANK OF INDIA**

Assistant General Manager,
State Bank of India, Zonal Office,
Admn. Office, Sharda Chamber,
7th Floor, 386/2, Shankarseeth Road,
Pune – 411 037.

AND**THEIR WORKMAN**

Shri Siddarth Jagtap,
406, Bhavani Peth,
Opp. Poona College,
Pune – 411 042.

APPEARANCES:

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate

FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, the 14th July, 2017.**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/104/2012 – IR (B-I) dated 09.05.2013. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Shri Siddarth Jagtap w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, he was working with the first party bank since 1990 as a Sweeper. He has worked continuously from 1990 to 16.1.2012 with the first party bank. He was doing the work of cleaning and sweeping the premises of Zonal Office Pune and the officers’ quarters of the first party bank under direct control and supervision of the first party bank. His work is regular and perennial. The first party bank was making payment to him. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon’ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to him directly by the first party bank.

4. It is contention of the second party workman that He was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947.

Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of his services by the first party bank is illegal. He is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank's residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometimes in 1999 – 2000. However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that He was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base his claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employee relationship between the first party bank & concerned workman?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Shri Siddarth Jagtap w.e.f. 16/01/2012 is legal and justified ?	Yes
4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
5.	What Order ?	As per final order

REASONS**Issue No. 1 :**

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/S. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contact labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/S. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/S. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to him directly. As per his contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of his service and the reference has arisen out of his demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank as a contractor since 1981 for doing house-keeping at Pune Zonal office and bank's quarters at Pune. In his evidence also the second party workman has stated that He has joined the services in 1992 and initially

his name was shown on the muster of M/s. Golden Enterprises. He admits in his evidence that from 1981, M/s. Golden Enterprises was doing house-keeping and maintenance work for State Bank of India in Mumbai and Pune. He then admits that M/s. Golden Enterprises has abandoned the contract in November 1998 and the trade union namely Thekedar Kamgar Sangh has filed writ petition bearing No. 6247 of 1998 on behalf of the contract workers in the Hon'ble Bombay High Court. In this writ petition the petitioners have made averments categorically that they have been employed by M/s. Golden Enterprises. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, He admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), He and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by him that before 1998 M/s. Golden Enterprises use to make payment to them. He even admits that He and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank He has been continued with such arrangement in respect of payment of wages to him by the bank by depositing his wages directly in his account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that He was a contract labour for doing the house-keeping job at the banks premises and therefore He continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be discontinued only because the petition has been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one Shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while He was continued to be contract labour even after the order of Hon'ble Bombay High Court till his services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I. and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of Indian Iron & Steel Co. Ltd. V/S. State of West Bengal & Ors. 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours

employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee / union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman himself has admitted in his cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze, Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of International Airport Authority of India V/S. International Air Cargo Union and Anr. 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and his services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract his services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was

given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, his appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/S. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated his services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 14.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2236.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 4/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/81/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2236.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 4/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/81/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT : M.V. DESHPANDE, Presiding Officer****REFERENCE NO. CGIT-2/4 of 2014****EMPLOYERS IN RELATION TO THE MANAGEMENT OF****STATE BANK OF INDIA**

Assistant General Manager,
State Bank of India, Zonal Office,
Admn. Office, Sharda Chamber,
7th Floor, 386/2, Shankarseth Road,
Pune – 411 037.

AND**THEIR WORKMAN**

Smt. Anjani Madhukar Ghod,
413, Rasta Peth,
Cycle Society, Quarter gate,
Pune.

APPEARANCES :

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate
FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, dated the 14th July, 2017

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/81/2012 – IR (B-I) dated 16.01.2014. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Smt. Anjani Madhukar Ghod w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, she was working with the first party bank since 1991 as a Sweeper. She has worked continuously from 1991 to 16.1.2012 with the first party bank. She was doing the work of cleaning and sweeping the premises of Zonal Office Pune and the officers’ quarters of the first party bank under direct control and supervision of the first party bank. Her work is regular and perennial. The first party bank was making payment to her. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon’ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to her directly by the first party bank.

4. It is contention of the second party workman that she was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947. Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of her services by the first party bank is illegal. She is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank's residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometimes in 1999 – 2000. However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that she was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base her claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employer relationship between the first party bank & concerned workman ?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Smt. Asha Hambir Gaikwad w.e.f. 16/01/2012 is legal and justified ?	Yes

4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
5.	What Order ?	As per final order

REASONS

Issue No. 1 :

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/S. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contact labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/S. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/S. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to her directly. As per her contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of her service and the reference has arisen out of her demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be

said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank as a contractor since 1981, for doing house-keeping at Pune Zonal office and bank's quarters at Pune. In her evidence also the second party workman has stated that she has joined the services in 1991. She even admits that Thekedar Kamgar Sangh and Pune Mazdoor Sangh are not the employees of S.B.I. She admits that due to dispute the inter-se between workers, they requested the bank to make the payment directly to them. An arrangement was worked out. As per her own admission in the writ petition filed by them in the Hon'ble Bombay High Court, it was categorically and specifically shown that they were employed by M/s. Golden Enterprises and they are working on behalf of M/s. Golden Enterprises in the bank premises at Pune. It is admitted that in para 3(a) of statement of claim it is stated that they were on the muster roll of M/s. Golden Enterprises. It is also admitted by her that before 1998 M/s. Golden Enterprises used to make payment to them. Then it is admitted that they were not under the disciplinary control of the bank and they were not getting the facilities as available to the other bank employees. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, she admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), she and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by her that before 1998 M/s. Golden Enterprises use to make payment to them. She even admits that she and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank she has been continued with such arrangement in respect of payment of wages to her by the bank by depositing her wages directly in her account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that she was a contract labour for doing the house-keeping job at the banks premises and therefore she continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be dis-continued only because the petition has

been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while she was continued to be contract labour even after the order of Hon'ble Bombay High Court till her services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I. and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of Indian Iron & Steel Co. Ltd. V/S. State of West Bengal & Ors. 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub-section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in

the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee/ union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman herself has admitted in her cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze, Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of International Airport Authority of India V/S. International Air Cargo Union and Anr. 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and her services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract her services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, her appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/S. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated her services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 14.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2237.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इंदवैक मर्चेन्ट बैंकिंग सर्विस लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 33/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/113/2001-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2237.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 33/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of M/s. Indbank Merchant Banking Service Ltd. and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/113/2001-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer/Judge

REFERENCE NO. CGIT-2/33 of 2001

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/S. INDBANK MERCHANT BANKING SERVICES LTD.

The President
M/s. Indbank Merchant Banking Services Ltd.
17th Floor, Maker Towers 'F'
Cuffe Parade, Colaba
Mumbai- 400 005.

AND

THEIR WORKMEN

Shri S. Selvakumar
Johnsaon Communication
Kumbhar Wada Road, Dharavi.
Mumbai- 400 017

APPEARANCES :

FOR THE EMPLOYER : Mr. A.K. Jalisatgi, Advocate

FOR THE WORKMAN : Mr. M.B. Anchan, Advocate

Mumbai, dated the 26th Day of May, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-12012/113/2001-IR (B-I), dated 22.03.2001 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the Management of M/s. Indbank Merchant Banking Service Ltd. Mumbai in not following section 25 –F of ID Act 194. and abruptly stopping Shri S. Selvakumar from attending his duties w.e.f 9/2/2000 is justified? If not what relief Shri S.Selvakumar is entitled?”

2. After receipt of the Reference notices were issued to both the parties. In response to the notice second party workman has filed Statement of Claim Ex-9.

3. It appears that second party workman has joined the services of the First party Bank in February, 1997 as a Driver, on a monthly salary of Rs. 1900/- per month. He was allotted various motor cars, owned by the Bank, to drive. Most of the time he was driving their Motor Car bearing registration No. MH-01-T-2133 (Premiere NE 118). He was driving other motor cars namely Maruti 800 bearing registration No. MH-01-N-8896, MARUTI 800 bearing registration No.MH-01-N-9593, Maruti 800 bearing registration No.GJ-IR-3174 etc. According to the workman the main duty of him was to drive the car according to the instructions given to him time to time by the First Party Bank, and he was being allotted miscellaneous office work such as attending telephone, taking xerox etc. He was being paid salary by the bank on voucher. His last drawn salary was Rs. 2050/- plus other allowance.

4. According to the workman in the month of January 2000, the President of the First party Bank instructed him to report to Shri Sanjay Lade, the Vice President sitting at Branch office at Varma Chambers 11, Hooji Street, Fort Mumbai. Accordingly he reported to Mr. Lade and worked at the side branch office for about 15 days. Thereafter Mr. Lade again transferred him to corporate office at Cuffe Parade and ask him to report to Mr. K. A. Suresh another Vice president. He reported at the office to Mr. K.A. Suresh. However Mr. K.A. Suresh has not allotted the work of the driver to him and informed him that since there is shortage of car, he had to work as office boy on the same salary. He continued to do whatever office work was allotted to him by various officers and staff members of the First party Bank. However on 9.2.2000 Shri K. A. Suresh and Shri K. V. Balasubramanian, Vice Presidents of First Party Bank informed him that his services are no more required as there are excess drivers in the First party Bank. At the time of such oral termination of services of the second party workman the first party bank has not paid any terminal benefits to him. Even the earned salary of him for the month of January and February 2000 was not paid to him. As such according to him his termination is illegal.

5. It is his case that there is gross violation of principles of natural justice by orally terminating the services of the second party workman w.e.f. 9.2.2000. He therefore lodged a complaint before ALC (Central-2). The conciliation before ALC ended in failure and ultimately the matter was referred to this Tribunal for adjudication. He is therefore asking to declare that his termination is illegal wef 9.2.2000 and to reinstate him with full back wages and continuity of services, all consequential benefits from 9.2.2000.

6. First party Bank resisted the Statement of Claim vide Ex-10. It is contention of the first party bank that the concerned workman was never employed by the first party bank. There is/was no employer and employee relationship between both the parties. And therefore the dispute referred by the Government for adjudication is not and cannot be an industrial dispute within the meaning of Sec 2(K) or Section 2(A) of the Industrial Disputes Act, 1947. As such the Reference is not maintainable.

7. According to the first party it is a subsidiary of Indian Bank which is a nationalized bank owned by the Government of India. It is engaged in providing merchant banking services. The President and Vice-President are entitled to car allowance. If these executives engage a personal driver, then they are entitled to get reimbursement for the salary paid by them to such personal driver up-to the individual executive's eligibility. Personal drivers are the employees of such executives and salary is paid by the executives themselves. Such personal drivers are employed by the individual executive and there is no employer employee relationship between the First party and the personal driver of the Executive wages and other serve conditions are determined by and between the executive and his driver without any reference to or in connection with the first party. The work of personal driver is controlled and supervised by the individual executive who engages him as his own driver.

8. According to the first party the workman was sometimes engaged by some executives in their personal capacity. The second party was engaged by such executives purely as their own employee and for their own work. The first party has never used the services of the second party for its own business. The second party has always been paid wages by the executives who have used his services. The second party workman was initially engaged by Mr. R Balkrishnan, the then Vice President of the first party in 1977 as his personal driver. The said Mr. Balkrishnan was Vice president of the first party till 25.06.1998. Thereafter he was transferred from corporate office. The said Mr. Balkrishnan did not continue the second party as his own personal driver. The first party states that when a Sr. Executive like President, Vice President is transferred and posted in Mumbai, he being totally new to Mumbai naturally he enquires with his predecessor or subordinates to have a driver. For a new person to get a driver in Mumbai immediately is difficult. As the second party earlier worked with other Sr Executives as their personal driver, his name was sometimes suggested by the outgoing executive to the new incumbent. After Mr. Balkrishnan the second party was employed by Mr. T.K.P. Naig the then president from about August, 1998 said Mr. Naig ceased to be the President from 31.12.2012. He did not continue the services of second party as his personal driver. Thereafter Mr. Sri Ramanan the successor of MrNaig did not engage the second party as his personal driver. All throughout whenever the services of the Second party were utilized by any of the executives of the first party, the wages were paid by such executives only. There was neither any control nor supervision exercised by the first party over the second party. The first party also did not have any power to take any disciplinary action over the second party. The wages and other terms of employment were decided by and between the second party and such executives. The first party had no connection with any of the service conditions of the second party. It was always a subject matter of contract between such executives and the second party.

9. According to the first party it has not terminated the services of second party. It has thus denied that the first party bank has allotted the miscellaneous office work to the second party workman.

10. It is also denied of the first party bank that the first party has illegally terminated the services of the second party. As the second party was not in the employment of the first party, the question of any charge sheet or show cause notice did not arise and as such there is no any violation of principle of natural justice. Hence first party bank has thus sought the rejection of the Reference.

11. Following issues are framed at Ex-12. I reproduce the issues with the findings thereon for reasons to follow:

Sr. no.	Issues	Findings
1.	Whether the reference is not maintainable as averred in W.S. Para 1,2,3?	Yes
2.	Whether employer and employee relationship exists between both the parties?	No
3.	Whether the action of the management of M/s. Indbank Merchant Banking Services Ltd. Mumbai in abruptly stopping Shri S. Selvakuamr from attending his duties w.e.f. 9/2/2000 is justified?	Does not survive?
4.	Whether the management has not followed the provisions of Section 25-F of the ID Act?	Does not survive?
5.	What relief Shri Selvakumar is entitled?	As per final Order.

REASONS

12. So far contention go it is mainly contended by the second party workman that he has been employed by the first party in 1997 as a driver on the monthly salary of Rs. 1900 /- month. As such he had joined the services of Indbank Merchant Banking Services Ltd. in February 1997 and thereafter he was allotted various motor cars to drive which were owned by the first party bank.

13. In order to establish employer employee relationship the control test and the organization test are not the only factors which can be said to be decisive. With a view to elicit the answer the court is required to consider several factors which would have a bearing on the result (a) who is appointing authority (B) who is the pay master (c) who can dismiss (d) how long alternative service lasts (e) the extent of control and supervision (f) the nature of the job (g) nature of establishment (h) the right to reject. It is not for the employer to prove negative fact that there was no relation of employee and employee.

14. In this respect to if we see the evidence of the concerned workman he claims that he has joined the services of the bank in 19.2.1997 on monthly salary of Rs 1900 per month. However in his Cross Examination he has clearly admitted that there is no documentary evidence to show that he was engaged by the first party bank. Admittedly there is no any documentary evidence to show that his salary was paid by the bank. He even admits that he was driver on vehicle of ShriBalkrishnan from beginning. Admittedly no appointment letter was given to him by the bank showing that he was engaged by the bank as a driver to drive the cars owned by the bank.

15. For, it is explicit from the Ex-27 voucher no 3642 dt 3.3.1997, that this voucher is in respect of the amount paid to the personal driver towards his salary. Ex- 28 is voucher no 1308 dt 5.10.1998. This voucher is in respect of the amount paid to the personal driver towards his salary, on such declaration made by the executive of the bank that the amount was paid to concerned executive towards reimbursement declaration is to the effect that the said executive of the bank has paid some of Rs 2050/- as salary to his personal driver for the month of September 1998 and requested the bank to reimburse the same to him. Ex-28 is also in respect of the amount paid to the personal driver of the executive namely Mr. T. K. P. Naig who made declaration that he has paid Rs. 2050/- as salary to his personal driver for the month of September 1998 and requested the bank to reimburse the same. Ex-29 is the voucher in respect of the payment of taxi fair to executive of the bank towards reimbursement for going to duty. Ex-30 also makes it clear that the concerned workman was a personal driver at the corporate office. Likewise there is letter of Vice president A Murlidhar to service manager in respect of car premier registration MH 01 2133. From the above document it can be gathered that the executives were entitled to reimbursement of drivers salary who were engaged by them as personal driver at corporate office. Documents which are relied upon by the concerned workman also make it clear that he was engaged as the personal driver by executives of bank, and those executives were getting reimbursement of the amount of his salary from the bank. As such there is no any document to show that the concerned workman was recruited by the bank and the officer of the bank took his interview. There is no evidence to show that amount of his salary was being paid by cash by the first party bank. On the contrary the record shows that the executives of the bank who were entitled to reimburse were getting amount of salary of the personal driver on specific declaration to the effect that they have paid the amount as salary a personal driver and therefore they are entitled to reimburse of the same. Precisely the admission of the concerned workman clearly shows that he was not engaged by the first party bank and his salary was not paid by the bank.

16. Ld. Counsel Shri M.B. Anchan for concerned workman submitted that the work of second party is being supervised by the bank through their officers and therefore merely because the salary of the concerned workman was being paid through the executives of the bank would not make the workman as a driver engaged by the executives and not by the bank. He submits that there is a colorable device adopted by the Bank to deprive the workman his legal rights. He seeks to rely on the decision in case of **Divisional Manager, UCO Bank Divisional Banipark, Jaipur V/s. Ratan Singh Bhati 2006 CLR**. In that case it was held that to decide whether the driver was employee of the bank, the direction and control are the telling factors. It was finding of the fact the salary of the concerned drivers was paid by the bank and as per conditions of the Bank. Driver was also given other facilities like uniform shoes, washing allowance, ex-gratia payment, and bonus like other staff of the bank. The payment for all these facilities was made by the Bank though the Divisional Manager which is clearly a colourable device adopted by the Bank.

17. In the instant case the workman himself admitted that he was driving the vehicle of Shri Balkrishnan. As such there is no evidence to show that he was engaged by the first party.

18. That apart there is no evidence to show that the second party workman was given any other work of bank business for that he was directed to wear the uniform of the bank and was granted in-gratia payment bonus like other staff of the bank. It can be said therefore that fact of the present case are distinguishable.

19. Ld. counsel for the workman also seeks to rely on the decision in case of **BAASF INDIA LTD AND Anr V/s. M. Gurusamy R P F Commissioner Mah and Goa &Anr.** to submit that there must be some nexus between the establishment and work of the employee though it may be loose connection. and the drivers of the of the company are paid wages directly and indirectly by the establishment for the work carried out by them in or in connection with the establishment and therefore they are nothing but employees as defined under Sec 2F of the Act.

20. However it was expected of the second party workman to prove that his salary was being paid by the bank and respect of the work, he was having total control and supervision by establishment of the bank. However the evidence of the concerned workman would show that his work was being controlled by the executives of the bank. No doubt, it appears that there are certain guidelines of the bank in respect of the working days and system of payment to be made to the personal driver of the executives. In my considered view it cannot be a document to show the control of the bank on the work of the concerned workman. On the contrary Ex-27 and Ex-28 would show that the concerned workman received the wages from the executives in the capacity of the personal drivers. All the while there is mention in the correspondence and office letter that the concerned workman was engaged as personal driver of the executives by the executives themselves and the executives of the company were paid perks by way reimbursement in respect of wages of concerned driver.

21. Ld. counsel for the first party seeks to rely on the decision in case of **Employers in relation to Punjab National Bank Vs. GhulamDastagir 1978 1 LL J Pg 312 SC** wherein it is held that *"there is nothing on record to indicate that the control and direction of the driver vested in the Bank. After all, the evidence is clearly to contrary. In the absence of material to make out that he driver was employed by the Bank and was under its direction and control and his salary was paid by the Bank and otherwise was included in the army of employees in the establishment of the Bank, it cannot be assumed that the crucial point has been proved. There is no camouflage or circumvention of any stature. There is no nexus between the driver and the Bank. Hence the Tribunal's award has to be set aside. Their Lordships, however, observed that the system of allowance in a country where unemployment is rampant may lead to individual injustice and exploitative edge. This is not a desirable tendency for a public sector undertaking like a nationalized Bank which has an obligation to be a model employer."*

22. He also seeks to rely on the decision in case of **M/s. Singer Sewing Machine Co. Vs. P.O. Labour Court IV Kanpur, 1998 (79) FLR Page No. 880 (Allahabad High Court)** to submit that the workman was not employed by the employer in any of the incidental operations constituting the industry since it has already been found that he was never engaged by the employer and the employer had no control either on the terms and conditions of service or on his employment in any manner and only the reimbursement of the salary to the respondent no. 2 through the Regional Manager would not be sufficient to constitute a relationship of employer and employee unless the employer has any control over the employment of the alleged employee namely either to discharge or disengage him for any dereliction of duty the employer had no occasion to engage him on any of the incidental operations. The engagement of the respondent no. 2 by the Regional Manager for driving the car provided to the Regional Manager will not bring the respondent No.2 within the definition of the workman as has been enunciated in the decision in case of **M/s. J. K. Spinning and Weaving Mills Company**.

23. In view of that oral testimony of the concerned workman that too when rebutted by the witness of the management pertaining relationship of employer and employee is of no significance. In the absence of appointment letter or any documentary proof, it cannot be considered as sufficient evidence to establish relationship of the employer and the employee. The appointment of the concerned workman was not on sanctioned post obviously he was engaged

as a private driver by the executives of the bank. Having regard to the factual circumstances, I find that the workman has not established employer and employee relationship.

24. It is then the matter of record that initially the concerned workman was engaged as a private driver in 1997 with Mr. Balkrishnan. Mr. Balkrishnan who was vice president of first party was transferred to Mumbai from corporate office and did not continue second party as a personal driver. after Mr. R. Balkrishnan he was employed by Mr. T. K. P. Naig the then president in August 1998, he was working as a personal driver with Mr. R Balkrishnan till June 1998 so from June 1998 to August 1998. He was not engaged as a Personal driver of executives of the bank. Thereafter Mr. Naig ceased to be the president from 31.12.2000 and he also did not continue the service of the second party workman as his personal driver. As a result of which the service of the second party workman as a personal driver of Mr. Naig was discontinued since Shri Ramanan the successor of Mr. Naig did not engage the services of the concerned workman as a personal driver. From these facts it is clear that the concerned workman even did not work continuously as a personal driver of the executives and all the while he was engaged as personal driver of executives of the bank and the wages were paid by the executives only. It can be said that the first party bank has no control or supervision over the work of second party as a personal driver of the executive since wages and other terms of employment of concerned workmen were decided between the concerned workmen and such executives. In view of that question of termination of service of the second party workman by the bank does not arise.

25. Considering all these facts, I find that employee employer relationship does not exist between the concerned workman and the first party bank. There is no question of termination of services of concerned workman who was engaged as a personal driver of the executive of the bank and ultimately his service came be discontinued by the executives of the bank on the transfer or otherwise. There is no question of abruptly stopping the services of the concerned workman by the management of first party bank. There is no question of following the provisions of Section 25-F of the I.D. Act by the first party management when employer employee relationship does not exist. Therefore Issues Nos. 3 and 4 do not survive and Issue No. 2 is answered in the negative.

26. In view of findings of above issues the Reference is liable to be rejected.

27. Thus the order:

ORDER

Reference is rejected with no order as to costs.

Date: 26.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2238.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 54/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-41012/39/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 15th September, 2017

S.O. 2238.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 54/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 15.09.2017.

[No. L-41012/39/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/54 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
WESTERN RAILWAY

The General Manager
Western Railway
Churchgate
Mumbai 400 020.

AND

THEIR WORKMEN

Shri Mohd. Rafique
GLF RM, C/11. 4/4
Saibaba Nagar
90, Feet Road,
Sion (W)
Mumbai-400 017.

APPEARANCES:

FOR THE EMPLOYER : No appearance

FOR THE UNION : No appearance

Mumbai, dated the 4th May, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-41012/39/2015-IR (B-I), dated 12.10.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Western Railway Headquarter Office, Mumbai in dismissing the service of Shri Mohd. Rafique son of Mohd. Deesha Khan, Bungalow Peon, w.e.f. 19.07.2011 vide Notice of Imposition of Penalty (NIP) order dated 19.07.2011 & subsequent removal from service vide order no.E/DAR/308/2/06 (2010) dated 11.12.2013 by the RA & CCM (PM), Western Railway, Churchgate, Mumbai over alleged unauthorized absenteeism from duty for the period from 31.05.2010 to 27.05.2011 and non-payment of wages for the month of June and July and legal? If not, what relief the workman concerned is entitled to ?”

2. After receipt of the Reference, notices were issued to both the parties. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Workman. Again notice vide Ex-4 was served on the second party workman. Second party/Workman neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Orders were passed on Ex-1. Accordingly I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 04.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2239.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 36/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/2/2008-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 15th September, 2017

S.O. 2239.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/2/2008-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR**

Presiding Officer : Bharat Pandey

I.D. 36/2008

Reference No.L-12012/2/2008-IR(B-II)) dated: 18.3.2008

Sh. Kalyan Sahai Meena
S/o Sh. Nathulal Meena
Village Post Badwa via Basko
Tehsil Bassi
Distt. Jaipur.

V/s

The Regional manager
Punjab National Bank
Zonal Office, Nehru Place,
Tonk Road, Jaipur.

Present :

For the Applicant : Sh. M.F. Beig, Advocate
For the Non-applicant : Sh. Praveen Purohit, Advocate

AWARD

Dated: 4.7.2017

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether claimant Shri Kalyan Sahai Meena is justified in raising the dispute after a gap of more than 14 years against the management of Punjab National Bank after merger of NBI in PNB against the order of removal of Regional Manager of New Bank of India dated 13.7.1993 treating him voluntarily retirement on account of absenteeism. If yes, for what relief the workman is entitled and from which date?”

2. According to statement of claim briefly fact of the case is that applicant Sh. Kalyan Sahai Meena was appointed on 15.7.82 on the post of Clerk Cum Cashier in New Bank of India which was later merged in Punjab National Bank. Applicant worked for more than 240 days every year. Due to family circumstances & personal illness he could not attend that job w.e.f 13.11.92. He kept informing the concerned officer & Branch Manager of the bank through U.P.C. (Under Postal Certificate) about his remaining on leave.

3. He has further alleged in para 7 & 8 of the claim that due to illness he was on leave & kept informing the non-applicant about his leave & sickness etc but his services were terminated vide order dated 13.7.93 by AGM, New Bank of India, Jaipur with contention that applicant has voluntarily left the service i.e. has voluntarily retired from the service. Applicant had completed ten years of service & at the time of removal he was a regular employee of the bank as Clerk-Cum-Cashier. Applicant was neither given any notice before removal nor chargesheeted hence, he was not provided any opportunity of defence. He was not paid any retrenchment compensation.

4. In para 12 of the claim it has been alleged that as the applicant has been removed from the service on the basis of misconduct of absence which has not been proved hence, his removal from the service is covered within the definition of retrenchment wherein there is provision of notice to the applicant before retrenchment or one month's pay in lieu of

notice with retrenchment compensation hence, retrenchment of the applicant is in violation of section 25-F, 25-G 25-H of I.D.Act, 1947 & rule 77 of The Industrial Disputes (Central) Rules, 1957.

5. In para 13,14 & 15 applicant has alleged that before his removal from service he was absent from place of duty due to sickness & he was regularly giving the information about his absence yet, his services were terminated which is against the principle of natural justice & Shastri Award. Applicant requested to take him back in service but his request was not considered by New Bank of India & later by Punjab National Bank after the merger.

6. In para 16 applicant has alleged that before Nov, 1992 applicant was on unpaid leave on account of family circumstances & personal reason. He has further alleged that since, Dec, 91 he was on regular work but again fell ill after 13 Nov, 1992 & got himself treated by different system of medicines with help of the family. He has alleged that after 13 Nov, 1992 he kept informing about his fact of illness that after securing fitness he will resume the work but even after sending informations time to time he was voluntarily retired by AGM, New Bank of India by his letter dated 13.7.93 treating the desertions of service by applicant.

7. He has further alleged in para 17 of statement of claim that after securing fitness applicant contacted AGM & Branch Manager, New Bank of India & requested to take him back on the job but he was not taken on the job & only assurance was given. Later after merger applicant contacted Punjab National Bank & from Punjab National Bank also he was given assurance that his matter will be considered but it was not considered. It has been alleged in para 18 that applicant again fell ill & his family circumstances also under went change & after removal from service he remained out of the contact of any employee of the bank. He has further alleged that on solicitation he came to know that there is no fixed limitation for initiating the action against termination of service. He was advised to read & understand the provision of Industrial Disputes Act, 1947 & thus, he came to know that there is no limitation provided in Industrial Disputes Act, 1947 thus, the applicant has explained the delay that occurred in initiating proceeding before the Conciliation Officer hence, applicant has prayed for his reinstatement in the service with all consequential benefits & continuity in service declaring the order of voluntarily retirement as unjust & illegal.

8. Reply to statement of claim consists of preliminary objections & parawise reply. In reply to para 1 to 3 of statement of claim it has been alleged that they are based on facts & require no reply. Para 4 to 20 have been specifically denied. It has been further alleged that applicant was working in New Bank of India which was merged in Punjab National Bank on 4.9.93. **At the time of amalgamation no document relating to applicant was handed over to Punjab National Bank. Accordingly, Punjab National Bank is not in position to make any comment about the contention of the applicant in relation to statement of claim. It has been further alleged that if applicant submits any document in relation to his statement of claim then bank will be in position to make reply based on those documents.**

9. In para 5 of reply to statement of claim it has been alleged that in Bi-partite Settlement relating to service condition of a workman there is provision that if any employee remains absent unauthorised for a period of 90 days from the bank service then a notice may be given to absent employee to appear within 30 days from the date of receipt of notice to explain the just reasons for his absence & after notice if such absent employee does not appear & answer the notice then it may be deemed that such employee has voluntarily retired from the service & his name is struck off from the roll of employee & such employee is deemed to have been voluntarily retired from the service. In above provision of Bi-partite settlement, there is no requirement of issuing a chargesheet. It has been further alleged that there is no irregularity & illegality in “deemed voluntary retirement” according to above provision of Bi-partite settlement.

10. Against para 12 it has been alleged that applicant has admitted that he has remained absent from banking service & in such event no violation of any provision has been made by treating the applicant as voluntarily retired. **Against para 13 & 14 it has been alleged that no documentary evidence has been submitted by applicant against allegations in para 13 & 14. It has been further alleged that contention of the applicant is wrong that he requested Punjab National Bank to take him in employment & such contention of the applicant is specifically denied.**

11. Against para 15 it has been alleged that applicant was neither an employee of New Bank of India at the time of merger nor he had challenged his removal from service hence, his removal from the service cannot be treated to be illegal & now after lapse of such a long period challenging the order of removal is not just. No illegality has been committed in treating the applicant as voluntarily retired from the service. Contention of the applicant that he required Punjab National Bank to take him into the service is an after thought action of the applicant. It has been requested that applicant claim is liable to be dismissed.

12. In preliminary objection against statement of claim it has been alleged that applicant has admitted that he has initiated the proceeding in this matter after laps of more than 14 years hence, according to judgement of Hon'ble Supreme Court in AIR 2000, S.C.839 & 2002(10), S.C.C. 267 right of the applicant ends on the basis of delay. It has been prayed that claim of the applicant is liable to be rejected on the ground of delay.

13. In rejoinder, allegations in the statement of claim has been reiterated & it has been said that after amalgamation of New Bank of India into Punjab National Bank, Punjab National Bank is responsible for all the action of New Bank of India as successor.

14. In evidence, applicant Sh. Kalyan Sahai Meena has filed his affidavit in support of statement of claim & he has been cross examined by non-applicant. Applicant has filed Annex-1 to Annex-42, photocopy of documents such as U.P.Cs, Certificate of sickness/fitness, identity card & order of voluntarily retirement from service etc. With index dated 17.3.2011 applicant has filed Ex-1 to 38 which are photocopy of U.P.C., certificate of fitness/sickness, identity card etc.

15. On behalf of opposite party affidavit of Sh. Brajendra Batra, Senior Manager (D.A.C.), Punjab National Bank has been filed in evidence who have been cross examined by applicant Sh. Kalyan Sahai Meena. No documentary evidence has been filed by opposite party.

16. Heard the argument of learned representative of both the parties & perused the record carefully. Written argument have been filed by both side.

17. Following cases have been referred by applicant side :-

1. 1982 I LLJ 330 Supreme Court, L.Rober D'souzaAppellant v/s Executive Engineer, Southern Railway And Another.....Respondent.
2. 1999 I LLJ 1260, Ajaib singh.....Appellant v/s Sirhind Co-op. Marketing -cum- Processing Services Society Ltd & Another.....Respondent.
3. 2001 LAB IC 2814, Supreme Court, Sapan Kumar Pandit.....Appellant v/s U.P. State Electricity & otherRespondents.
4. 2011 I LLJ SC 615, Kuldeep SinghAppellant v/s G.M., Instrument Design Development & Facility Centre and Another.....Respondents.
5. 1976 I LLJ Supreme Court 478, State Bank of IndiaAppellant v/s N.Sundarmoney.Respondent.
6. AIR 1961 Supreme Court 158, Bata Shoe Co (P) Ltd...Appellant v/s D.N.Ganguly and others.....Respondents

18. Following cases have been referred by non-applicant side:-

1. AIR 2000 Supreme Court 839, The Nedungadi Bank Ltd,Appellant v/s K.P.Madhavankutty and others,Respondents.
2. (2002) 10 Supreme Court Cases 167, Assistant Executive EngineerAppellant Vs ShivalingaRespondent.
3. 2002 II CLR 472, Syndicate Bank....Appellant v/s General Secretary, Syndicate Bank Staff Association & anotherRespondents.

19. It has been argued by learned counsel for the non-applicant that on the ground of delay petition of the applicant is not maintainable. Reliance has been placed from the non-applicant side on the cases reported in AIR 2000 Supreme Court 839, The Nedungadi Bank Ltd,Appellant v/s K.P.Madhavankutty and others,Respondent & (2002) 10 Supreme Court Cases 167, Assistant Executive EngineerAppellant Vs ShivalingaRespondent. Countering the above argument it has been argued by learned representative of the applicant that there is no provision provided in Industrial Disputes Act, 1947 about period of limitation for bringing a dispute before the Industrial Tribunal. Reliance has been placed on the case reported in 1999 I LLJ 1260, Ajaib singh.....Appellant v/s Sirhind Co-op. Marketing -cum- Processing Services Society Ltd & Another.....Respondent, 2001 LAB IC 2814, Supreme Court, Sapan Kumar Pandit.....Appellant v/s U.P. State Electricity & otherRespondents & 2011 I LLJ SC 615, Kuldeep SinghAppellant v/s G.M., Instrument Design Development & Facility Centre and Another.....Respondents.

20. Before I proceed to discuss the cases referred from both the side on the point of limitation it is pertinent to mention that reference sent by Central Government for adjudication to Industrial Tribunal has not been challenged before Hon'ble High Court by non-applicant. From the perusal of case reported in Kuldeep SinghAppellant v/s G.M., Instrument Design Development & Facility Centre and Another.....Respondents, it appears that case law reported in AIR 2000 Supreme Court 839, The Nedungadi Bank Ltd,Appellant v/s K.P.Madhavankutty and others,Respondents & referred by learned representative of the non-applicant has already been dealt in Kuldeep

Singh's case. In Kuldeep Singh's case it has been observed by Hon'ble Supreme Court that there is no time limit prescribed for reference u/s 10 of Industrial Disputes Act, 1947.

21. In (2002) 10 Supreme Court Cases 167, Assistant Executive EngineerAppellant Vs ShivalingaRespondent, the services of the respondent were terminated on 25.5.85. He approached the Labour Officer on 17.3.95. A reference was made by the government for adjudication before the labour court. The labour court noticed that it would be impossible to maintain records for such a long period & placed them before the labour court. The labour court held that the delay of nine years was fatal to the case & rejected the reference. The order of the Labour Court was reversed by Hon'ble High Court & respondent was ordered to be reinstated. Appeal against the Hon'ble High Court was allowed by Hon'ble Supreme Court. It was held by Hon'ble Supreme Court that in cases where there is a serious dispute or doubt as to employer-employee relationship & records of the employer become relevant, the long delay would come in the way of maintenance of the record. In such circumstances, to make them available to a labour court or industrial tribunal to adjudicate the dispute appropriately will be impossible. It was further held that a situation of that nature would render the claim stale which was the situation in Shivlinga's case. Accordingly, it was held that Hon'ble High Court erred in interfering with the award of Labour Court.

22. In AIR 1999 SC 1351, Ajaib Singh.....Appellant v/s The Sirhind Co-Operative Marketing Cum-processing Service Society Limited and Anr.....Respondent, it has been held by Hon'ble Supreme Court that provisions of limitation Act, 1963 does not apply to matters relating to industrial disputes hence, relief cannot be denied merely on the ground of delay.

23. In AIR 2001 SC 2562, Sapan Kumar Pandit.....Appellants v/s U.P. State Electricity Board and Ors...Respondent, it has been held by Hon'ble Supreme Court that when government had chosen to refer dispute for adjudication before the Labour Court then High Court was not justified in quashing the reference on the ground of inordinate delay.

24. Based on different pronouncement made by Hon'ble Supreme Court on the point of limitation for bringing the case for conciliation & adjudication before the competent authority as indicated above, fact & circumstances of the present case & discussion made above, I am of the view that reference sent by Hon'ble Ministry must be disposed according to law on merit after appreciation of evidences led by both the parties instead of dismissing it on the point of limitation. Accordingly, I am of the view that there is no substance in the argument of learned representative of non-applicant that case is not maintainable on the point of limitation.

25. It has been further argued & also has been mentioned in the written argument of the applicant that applicant has submitted statement of claim against order dated 13.7.93 passed by Assistant General Manager New Bank of India & applicant has worked for 240 days in each year. It has been further argued that due to circumstance originating out of personal & family conditions of the applicant & his illness he could not attend his duty in the bank & he has been sending information to Branch Manager about his leave through U.P.C. & he was also informing the employer about his treatment but his services were ended vide order dated 13.7.93 as deemed retired. It has been further submitted that before ending his services by employer he was neither given any notice nor charge sheet & on the basis of absence from place of duty, his services were brought to end hence, his removal is covered within the definition of retrenchment. Relying on the case reported in AIR 1961 Supreme Court 158, Bata Shoe Co (P) Ltd...Appellant v/s D.N.Ganguly and others.....Respondents, It has been argued that without service of notice removal from service is illegal. Countering the above argument it has been argued & further mentioned in written argument that applicant was admittedly absent w.e.f 13.11.92 & due to his continuous absence without information his services were brought to end as deemed retired according to provision of Bi-partite Agreement. It has been further argued & mentioned in page 3 of the argument that no irregularity or illegality has been committed by management according to Bi-partite settlement. Removal of the applicant is just & reasonable. On this point reliance has been placed by non-applicant on the case reported in 2002 II CLR 472, Syndicate Bank....Appellant v/s General Secretary, Syndicate Bank Staff Association & anotherRespondents. Referring to order of voluntary retirement dated 13.7.93. It has been further argued that it is wrong to say that notice has not been served against the applicant.

26. Before I proceed to discuss the arguments advanced by both the parties I consider it necessary to reproduce the order dated 13.7.93 relating to "deemed voluntary retirement" of the applicant & provision of "deemed voluntary retirement" as provided in Bi-partite settlement. Order dated 13.7.93 regarding voluntary retirement of the applicant reads as under :-

श्री कल्याण सहाय मीणा,
लिपिक/रोकडिया,
पुत्र श्री नाथूलाल मीणा,
ग्राम एवं डाकघर — बडवा,

तह0— बस्सी, जिला जयपुर.

विषय: सेवा करार की समाप्ति — सेवा से स्वैच्छिक परित्याग.

महोदय,

उपर्युक्त विषयान्तर्गत हम आपका ध्यान हमारे नोटिस दिनांकित 1.6.93 की ओर आकृष्ट करते हैं, जो आपको पंजीकृत ए.डी. डाक व यू.पी.सी. डाक के तहत भेजा गया था। उक्त नोटिस आपको दिनांक 6.6.93 को मिला था। किंतु इस सम्बंध में आपने आज तक न तो कोई स्पष्टीकरण ही भेजा है और न ही आपने शाखा कार्यालय, जौहरी बाजार में अपनी ड्यूटी ज्वाइन की है। तदनुसार जैसा कि हमारे पूर्वोक्त नोटिस में दिया गया है, यह मान लिया गया है कि आप बैंक की सेवा से स्वैच्छिक रूप से रिटायर हो गये हैं और बैंक के साथ आपका सेवा करार “कॉन्ट्रैक्टर ऑफ सर्विस” समाप्त हो गया है। अतः आप बैंक के सभी बकायों का तुरन्त निपटारा करें तथा किसी भी कार्य दिवस को शाखा प्रबन्धक, जौहरी बाजार, जयपुर से सम्पर्क कर अपने दावे, यदि कोई हो, तो प्राप्त करें।

भवदीय,

हस्ताक्षर अपठनीय

सहायक महाप्रबन्धक

27. Non-applicant has filed copy of Bi-partite Settlement of Punjab National Bank dated 27 May, 1989 providing provision for “voluntary cessation of employment by the employer”. The provision reads as under :-

“.....When an employee absents himself from work for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanctioned originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the ground for no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or a vocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be allowed to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.”

28. As far as the question of service of notice against the applicant before the passing of order dated 13.7.93 is concerned it is evident from the perusal of order dated 13.7.93 itself that a notice dated 1.6.93 was sent to applicant by registered post with acknowledgement beside another mode under U.P.C. which was received by applicant on 6.6.93. As the notice was received by applicant on 6.6.93 hence objection must have been raised by applicant no sooner the notice was received by him. After receipt of order dated 13.7.93 also there was opportunity to submit protest before authorities of New Bank of India which has not been done by applicant at that point of time. Management of Punjab National Bank is not in position to place the proof of receipt of notice by applicant on 6.6.93 because proof was in the possession of New Bank of India. Applicant cannot be permitted to demand the proof after raising the issue after lapse of nearly 14 years & it cannot be expected from Punjab National Bank to furnish such proof which was not handed over to Punjab National Bank by New Bank of India. Here, it is pertinent to note that merger of the bank has taken place on 4.9.93 the date on which neither any dispute was pending regarding applicant with New Bank of India nor applicant had raised any dispute before a court or tribunal. In such circumstance, it cannot be expected that New Bank of India must have transferred the documents relating to applicant who was not an existing employee on the date of merger on 4.9.93. It is further important to mention that it has been specifically mentioned in order dated 13.7.93 that registered notice was received by the applicant on 6.6.93 but contention of the applicant is that he was not served with notice. Such contention clearly appears to be wrong and in the fact & circumstances burden of proof is with the applicant to show that he was not served with notice which he has failed to discharge hence, I am of the view that plea of the applicant is not sustainable that he was not served with notice of New Bank of India.

29. In AIR 1961 Supreme Court 158, Bata Shoe Co (P) Ltd...Appellant v/s D.N.Ganguly and others.....Respondents, referred by learned representative of the applicant in para 13 of the judgement it was observed by Hon'ble Supreme Court as under :-

“(13).All that the Standing Orders provide is that the workmen charged with an offence shall receive a copy of such charge. It is also provided that a workman who refuses to accept the chargesheet shall be deemed to have admitted the charge made against him. There is no provision in the

Standing Orders for affixing such charge-sheets on the notice board of the company. The charge sheets in this case were sent to the eleven workmen by registered post and returned unserved, because they were not found in their villages. On the same day on which the chargesheets were sent by registered post it appears that notices were issued in certain newspapers to the effect that a group of workmen under a common understanding had engaged in an illegal strike from February 23, 1954, and that all such workmen were liable to strong disciplinary action and that in consequence they had been charged under the Standing Orders and Rules of the company and such charge sheets had been sent to them individually by registered post acknowledgment due and had also been displayed on the notice boards inside and outside the factory gate and they were required to submit the explanations by March 9, 1954. These notices did not contain the names of the workmen to whom charge-sheets were sent and in whose case charge-sheets were displayed on the notice-boards. In the circumstances it can hardly be said that these eleven workmen would have notice that they were among those to whom charge-sheets had been sent or about whom charge-sheets had been displayed on the notice-boards. The proper course in our view was when the registered notices came back unserved in the case of these eleven workmen to publish notices in their names in some newspaper in the regional language with a wide circulation in Bihar along with the charges framed against them. It would have been a different matter if the Standing Orders had provided for service of charge-sheets through their display on the notice-boards of the appellant. In the absence of such provision, the proper course to take was what we have mentioned above. If that course had been taken, the appellant would have been justified in saying that it did all that it could to serve the workmen; but as that was not done, we agree with the tribunal that these eleven workmen had no notice of the charges against them and the date by which they had to submit their explanation as well as the date of inquiry. In these circumstances the order of the tribunal with respect to these eleven workmen must also be upheld.”

30. It is evident from the case of Bata Shoe Co that there was no provision for serving of notice of chargesheet by affixing it on the notice board & registered notices were returned unserved as workmen were not found in their village. Publication in the newspaper did not carry the name & charge against them. In that circumstance, it was held by tribunal that workmen were not served with notice of chargesheet which was upheld by Hon’ble Supreme Court. In the present case of Sh. Kalyan Sahai Meena he has been served with registered notice with acknowledgement which was sent on 1.6.93 & received on 6.6.93. The receipt was available with New Bank of India on the basis of which New Bank of India has mentioned in the order dated 13.7.93 that notice was received by applicant on 6.6.93 hence, applicant after lapse of nearly 14 years cannot be allowed to say that he was not served with notice. The fact & circumstance of Bata Shoe Company is not attracted in the fact of the present case & no benefit can be given to the applicant on the basis of case of Bata Shoe Company. Had the applicant raised the issue at proper time with New Bank of India it would have been possible for New Bank of India to produce the receipt of notice to the applicant or before the court or tribunal as the case may be but applicant chose to raise the issue at belated stage due to which the basic evidence of service of notice has remained with New Bank of India & Punjab National Bank is no way in position to produce the receipt of the registered notice dated 1.6.93 sent to applicant by New Bank of India. There is also no legal & valid reason to draw any adverse inference against the Punjab National Bank in absence of the receipt not filed on record by non-applicant because the receipt is not expected to be in possession of Punjab National Bank.

31. In 2002 II CLR 472, Syndicate Bank....Appellant v/s General Secretary, Syndicate Bank Staff Association & anotherRespondents, respondent Dayanand was Clerk Cum Typist in the bank of the appellant Syndicate Bank who was transferred from his place of posting to another branch of the bank where he was required to report on 3.4.84 but he did not join. From 1.4.84 to December, 1985, out of 628 days he worked only for 46 days. The period of his absence was unauthorised. He tendered resignation which was accepted but subsequently he was allowed to withdraw his resignation on humanitarian ground. On 19.11.85 clause 16 of IV Bi-Partite Settlement was invoked by the bank & respondent Dayanand was called upon to show cause for his continuous absence & report back by 15.12.85 failing which he would be deemed to have voluntarily retired from the service. Show cause notice sent to Sh. Dayanand was returned by postal department with endorsement of refusal. The bank vide order dated 19.12.85 treated the respondent Sh. Dayanand as voluntarily retired as per clause 16 of IV Bi-Partite Settlement as indicated above in this paragraph. Sh. Dayanand raised industrial dispute in September, 1988 & reference on the basis of industrial dispute raised by Sh. Dayanand was decided by Industrial Tribunal in his favour. Writ petition by the bank against the order of tribunal failed & further writ appeal against the order passed in writ petition also terminated in favour of respondent Sh. Dayanand. The appeal was allowed by Hon’ble Supreme Court against the award of the tribunal as well as judgements of Hon’ble High Court & it was held that undue reliance on the principle of natural justice by the tribunal & even by the High Court has led to miscarriage of justice. It was further held by Hon’ble Supreme Court that bank had followed the requirements of clause 16 of Bi-Partite Settlement wherein the principle of natural justice was in-built & the bank had rightly held that respondent Sh. Dayanand voluntarily retired from the service of the bank.

32. Reliance has been placed by non-applicant on the case reported in 1976 I LLJ Supreme Court 478, State Bank of IndiaAppellant v/s N.Sundarmoney.Respondent. I have very carefully gone through the above cited case.

33. In this case respondent N. Sundarmoney had completed 240 days of service before his termination although he was initially appointed only for a period of 9 days. It shall appear from para 6 of the judgement of the Hon'ble Supreme Court that both the party to the appeal had admitted continuous service of the applicant within the meaning of section 25-B(2) of I.D.Act, 1947 which reads as under :

“6. This respondent was appointed as cashier, off and on, by the State Bank of India between July 4, 1970 and November 18, 1972. The intermittent breaks notwithstanding, his total number of days of employment answered the test of “deemed” continuous service within S. 25B (2) and both sides accept that fact situation.”. On consideration & appreciation of above fact & circumstance appeal of the employer was dismissed by Hon'ble Supreme Court. From the case of Sundarmoney applicant Sh. Kalyan Sahai Meena cannot be benefited because his case does not attract the provision of section 25-F of I.D.Act, 1947. The case of the applicant is the case of a deemed voluntary retirement on the ground of his unexplained continuance absence from place of duty.

34. It has been further argued & has been mentioned on page 6 of written argument that absence of a workman is a misconduct & to prove the misconduct against the applicant it is necessary to conduct departmental enquiry but no departmental enquiry has been conducted hence, termination of the services of the applicant becomes unjust & illegal. Relying on the case reported in 1982 I LLJ 330 Supreme Court, L.Rober D'souzaAppellant v/s Executive Engineer, Southern Railway And Another.....Respondent, it has been alleged that in the above cited case it has been held by Hon'ble Supreme Court that on the basis of absence if termination of service takes place without enquiry then such termination is covered within the definition of retrenchment. Countering the above argument by learned representative of Punjab National Bank it has been argued that law laid down in L.Rober D'souza v/s Executive Engineer, Southern Railway And Another, does not apply in the facts of Sh. Kalyan Sahai Meena because applicant has been treated as deemed retired according to Bi-partite Settlement. To support his contention non-applicant has relied on the case reported in 2002 II CLR 472, Syndicate Bank....Appellant v/s General Secretary, Syndicate Bank Staff Association & anotherRespondents.

35. In L.Rober D'souzaAppellant v/s Executive Engineer, Southern Railway And Another.....Respondent, it was admitted case of the respondent railway that services of appellant L.Rober D'souza were terminated on account of his absence during the period when appellant was on fast against the alleged behaviour of railway authority towards appellant. It was held by Hon'ble Supreme Court in para 21 of the judgement, “..... On the admission of the Railway Administration, service was terminated on account of absence during the period applicant was on fast. Absence without leave constitute misconduct and it is not open to the employer to terminate services without notice and enquiry or at any rate without complying with the minimum principle of natural justice. Further, Rule 2302 clearly prescribed the mode, manner and methodology of terminating service of a temporary railway servant and admittedly the procedure therein prescribed having not been carried out, the termination is void & invalid. Accordingly, the same conclusion would be reached even while accepting for the purpose of the facts of this case, simultaneously rejecting it in law that the termination does not constitute retrenchment yet, none the less it would be void & inoperative”. From the case of L.Rober D'souza it is clearly evident that he was treated to be a temporary employee who was removed from service for absence without leave. Beside the question of following the principle of natural justice, the question before the Hon'ble Supreme Court was also whether termination of services of temporary railway servant on account of absence without leave, without notice & enquiry & in violation of Rule 2302 of Railway Establishment Manual was valid? It was held by Hon'ble Supreme Court that the procedure prescribed in Rule 2302 not having been followed the termination is void & invalid. In above fact & circumstances, I am of the view that no benefit can be derived by the applicant from the case of L.Rober D'souza & the law laid down by Hon'ble Supreme Court in 2002 II CLR 472, Syndicate Bank....Appellant v/s General Secretary, Syndicate Bank Staff Association & anotherRespondents is attracted in the case of Sh. Kalyan Sahai Meena.

36. As far as the question of continuous absence of the applicant Sh. Kalyan Sahai Meena is concerned it shall appear from perusal of his statement of claim that applicant has admitted in para 6 of claim that he was absent from 13 Nov, 1992 due to illness & family circumstances. In para 7 he has alleged that due to illness he was on leave & he was continuously intimating the employer about his illness & treatment & his services were ended vide order dated 13.7.93. From perusal of entire statement of claim it shall appear that nothing has been mentioned about the nature of illness or the name of disease from which the applicant was suffering. In his affidavit also which has been filed in evidence nothing has been mentioned about the nature of his illness. He has also not mentioned anything about the alleged family circumstances. Nothing has been mentioned in affidavit or in the statement of claim that when he was fully relieved of his illness to join duty. In para 17 of affidavit he has alleged that after becoming fit he contacted AGM & Branch Manager of New Bank of India, Johri Bazar, Jaipur & asked them to take him on duty & he was assured to be taken back on duty. Later New Bank of India was merged with Punjab National Bank. All these contentions in the affidavit are mere allegations because he has not mentioned any date that when he was declared fit & when he reported with fitness certificate for joining duty & what was the immediate response of New Bank of India. Opposite party Punjab

National Bank has alleged that no document relating to applicant was received by Punjab National Bank from New Bank of India hence, Punjab National Bank is unable to make any comment in the matter. It has also been alleged by PNB that applicant never made any representation to PNB or contacted with any officer of the PNB.

37. Annex-1 to 42 are documents on record in form of photocopy out of which Annex-1 to 7 are certificates of posting & all of them related to New Bank of India & Regional Manager, New Bank of India. Annex-25 to 28 are also certificates of posting relating to Regional Manager, Punjab National Bank dated 12.6.94, 11.9.95, 28.3.98 & 15.9.2000 respectively. There is no record of response for & on behalf of New Bank of India whether letters, if any, send through above certificate of posting were received by New Bank of India or not. Here, it is important to note that what was the content of letters sent through UPC to New Bank of India or Punjab National Bank has not been filed by applicant on record. Learned representative of non-applicant during course of argument has submitted that Punjab National Bank has not received any correspondence from applicant relating to certificates of posting shown as Annex-25 to 28. It has been further submitted that allegation of the applicant is wrong that he had contacted the management of Punjab National Bank to take him on duty.

38. As far as the question of nature of sickness of the applicant & medical certificate, fitness certificate & his reporting to the management of New Bank of India for joining the duty is concerned, Annex-8 to 24 are medical certificates of sickness & Annex-29 to 38 are also medical certificate of sickness. It will not be out of place to mention that when an employee become sick, he is expected to send information with medical certificate to his department informing about his illness & when he becomes fit he is expected to report for duty with fitness certificate. Applicant has also alleged that he was also on earned leave for certain period during his absence. Nowhere it has been mentioned in statement of claim that when he was on leave & reported back on duty & for which specific period he fell ill & when he secured the certificate of fitness. Perusal of Annexure 8 to 19 indicates that applicant contacted seven doctors namely Dr. P.M.Gupta, Dr.S.P.Mathur, Dr. Rajendra Singh, Dr. R.C.Sharma, Dr. N.L.Sharma, Dr. Ranjeet Chaturvedi & Dr. Surajprakash on 13 different occasions & secured medical certificate for the period between 13.11.92 to 5.9.93. Some of the abovementioned seven doctors were contacted more than once but not consecutively. There is no prescription relating to these doctors on record to show the medicines advised by them & nature of sickness reported by applicant. Annexure-21 is a composite certificate for sickness & fitness issued on 26.3.99 indicating that applicant needs 24 days rest from 3.3.99 & he is fit to resume duty on 27.3.99. This certificate has been issued by Dr. Anil Kumar Tambi. Annexure 22 is prescription dated 3.3.99 & Annex-23 is prescription dated 26.3.99 both issued by Dr. Anil Tambi. Thus, it is evident from annex-21 to 23 that Dr. Anil Kumar Tambi has attended the applicant for the period 3.3.99 to 26.3.99 with a fitness issued on 26.3.99 that applicant is fit to resume duty on 27.3.99 vide annex-21 which is a composite certificate of medical & fitness. No such composite certificate can be issued in general practice. On 27.9.99 applicant has not joined the duty & he has secured another medical certificate annex-24 for the period 27.3.99 to 10.4.99 from one Dr. D.N.Sharma. It is important to note that after getting fitness certificate from Dr. Anil Kumar Tambi if applicant fell ill on 27.3.99 it was necessary for him to report to Dr. Anil Kumar Tambi who had issued fitness certificate on 26.3.99. Failing to do that applicant has secured another medical certificate from Dr. D.N.Sharma for the period 27.3.99 to 10.4.99. There is no medical record on the file for the period 11.4.99 to 15.1.2003. Applicant has not mentioned anything in the statement of claim or affidavit in evidence that what was the state of his health between 11.4.99 to 15.1.2003. Annex-29 is a medical certificate for the period 16.1.2003 to 14.2.2003. Annex-30 is medical certificate for the period 10.3.2004 to 8.4.2004. There is no record for 13.2.2003 to 9.3.2004. Similarly, applicant has filed medical certificate for various periods for the year 2005, 2006 & 2007. All these certificates lack continuity & consistency. Annex-38 is medical certificate for 1.9.2007 to 30.9.2007 wherein it has been mentioned that he is fit to join duty on 1.10.2007. Annex-38 is a composite certificate of sickness & fitness both which is generally not practicable to be issued as common document for sickness as well as fitness. None of the doctor has been produced in evidence to support the case of absence of applicant on medical ground. The nature of illness does not find mention in statement of claim or affidavit in evidence. From above fact & circumstances regarding absence of the applicant on medical ground I am of the view that absence of the applicant on medical ground is not reliable, consistent & continuous & accordingly unsustainable to accept as legal reason of absence. Thus, his absence on account of sickness is unacceptable in law.

39. As far as the question of responsibility of the Punjab National Bank to reinstate the applicant in the service as claimed by the applicant is concerned it is clearly evident from the oral & documentary evidence on record that applicant has failed to prove that any of the correspondence sent by applicant has been received by Punjab National Bank. Applicant has also failed to prove that Punjab National Bank was in knowledge of the removal of the applicant from service by New Bank of India at the time of merger. From the perusal of the cross-examination of Sh. Brajendra Batra, Senior Manager, PNB it is evident that there is nothing convincing in his cross examination which is capable of helping to support the case of the applicant. Sh. Batra Has alleged in his cross examination that no record relating to applicant Sh. Kalyan Sahai Meena is in custody of the Punjab National Bank. He has alleged that notice was given to the applicant, this fact has already been mentioned in the order dated 17.3.93 & on that basis he is alleging that applicant was served with notice. About receipt of the notice by the applicant he has alleged that receipt has not been

filed by PNB because such record is not available with PNB because record pertaining to that period is not in the possession of Punjab National Bank. It is pertinent to note that during that period applicant was the employee of New Bank of India. Witness of the non-applicant has further alleged that record relating to applicant could not be made available because of delay of nearly 14 years made by applicant in raising the dispute. He has further alleged that he is not aware about any information about his illness sent by the applicant through UPC for the period 13.11.92 to 27.7.93. In view of the fact that Punjab National Bank has denied the receipt of any correspondence or representation from the applicant it is necessary for the applicant, before placing a claim against Punjab National Bank, to prove that he was an employee of New Bank of India. He has admitted in cross examination that he has not filed appointment letter on record because appointment letter has been lost & the fact of the loss of appointment letter was narrated by him before the Conciliation Officer. He has further admitted that he has not filed those documents on record which were submitted by him before the Conciliation Officer. Applicant has filed the photocopy of the identity card on record relating to New Bank of India & has alleged that he was appointed but he has not filed the concerned document for appointment. He has also admitted that he has not filed copy of any letter sent to the bank relating to the fact that he was sick from 13 Nov, 1992 but he has filed photocopy of UPC regarding applications sent by him which are EX-w-1 to w-7. He has also admitted that photocopy of the UPC filed by him does not bear the name of sender. He has also admitted that he has not made any reply against the order of voluntary retirement dated 13.7.93. He has also admitted that he has not filed any document or certificate that he had sent the medical certificates to the bank & he has not filed copy of any of the application which are alleged to have been sent by him to the bank. He has also admitted that after merger of New Bank of India with Punjab National Bank on 4.9.93 he did not write any letter to Punjab National Bank & he had written to Punjab National Bank at later stage but he has not filed copy of those letters on record. In order to explain the delay & absence applicant has alleged that he was on unpaid leave before Nov, 1992 but nowhere precisely he has alleged that for what period he was on unpaid leave & for what period he was on sick leave & when precisely he become fit to join the service. From the perusal of oral evidence of both the parties it is evident that applicant has failed to prove that order of New Bank of India in voluntarily retiring the applicant on the basis of his continuous absence is unjust & illegal. Applicant has also failed to give proper & reasonable explanation that why he has not filed copy of any of the application or representation sent by him to New Bank of India or Punjab National Bank.

40. Based on above discussion, I am of the view that contention of the applicant as mentioned in the statement of claim about his absence in reporting for duty on medical ground has not been proved. There is no reliable & legally acceptable evidence on record to support his contention on the absence for not reporting on duty. Although the ground of delay raised by non-applicant for rejecting the case of the applicant for adjudication has not been upheld by this tribunal yet, it is important to mention that applicant has failed in giving reliable legal evidence to support his case.

41. For the reasons as discussed above, I am of the view that applicant has failed to prove that order of removal by Regional Manager, New Bank of India dated 13.7.1993 treating him voluntarily retired on account of absenteeism is unjust or illegal. Accordingly, applicant Sh. Kalyan Sahai Meena is not entitled to any relief claimed by him. His statement of claim is dismissed.

42. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2240.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ सं. 80/1994) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12011/30/1993-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 15th September, 2017

S.O. 2240.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 80/1994) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 15.09.2017.

[No. L-12011/30/1993-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference : No. 80/1994

Employer in relation to the management of Central Bank of India, Patna

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer**Appearances :**

For the Employers : Shri B.N. Singh, Branch Manager

For the workman : None

State : Jharkhand

Industry : Banking

Dated- 16/08/2017

AWARD

By order No. L-12011/30/1993-IR(B-II) dated 4/04/1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Central Bank of India, Patna in deducting the wages for 12th, 14th and 16th December, 1992 in respect of 57 clerical staff and 8 sub-staff (Total:65 workmen) is justified? If not, what relief are the workmen concerned entitled to?”

Note :- List of workmen is not enclosed alongwith order of reference

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2017

का.आ. 2241.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद (गुजरात) के पंचाट (संदर्भ सं. 164/2006) को प्रकाशित करती है जो केन्द्रीय सरकार को 15.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/62/2006-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 15th September, 2017

S.O. 2241.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 164/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 15.09.2017.

[No. L-12012/62/2006-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 10th July, 2017

Reference: (CGITA) No. 164/2006

The Chief Regional Manager,
Indian Overseas Bank,
Regional Office at Chinubhai Towers,
Opp. Handloom House, Ashram Road,
Ahmedabad (Gujarat) – 380009

...First Party

V/s

Shri AmrutbhaiThakore,
Rambari, Shantaben Ni Chali,
B/h Swimming Pool,
Bhandra, Lal Darwaja,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri B. K. Oza

For the Second Party : Shri K.V. Vyas

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/62/2006-IR(B-II) dated 29.08.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Indian Overseas Bank in imposing the punishment of Compulsory Retirement on Shri A. D. Thakore is legal and justified? If not, to what relief the concerned workman is entitled?”

1. The reference dates back to 29.08.2006. The second party workman submitted the statement of claim Ex. 4 on 17.04.2007 and the first party submitted the written statement Ex. 8 on 29.08.2008. The second party also submitted no. of documents vide list Ex. 9. The legal heirs of the second party Sandeep submitted the application for substitution of legal heirs which was allowed on 26.04.2011. Since then the second party has not been appearing for leading evidence.
2. Thus the reference in the absence of the evidence of the second party is disposed of with the observation as under: “the action of the management of Indian Overseas Bank in imposing the punishment of Compulsory Retirement on Shri A.D. Thakore is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2242.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ़ बीकानेर एण्ड जयपुर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 16/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/57/2006-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2242.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 16/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of State Bank of Bikaner and Jaipur and their workmen, received by the Central Government on 18.09.2017.

[No. L-12012/57/2006-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 16/2007

Reference No. L- 12012/57/2006-IR (B-I) Dated: 5.2.2007

Shri Vinod Kumar
S/o Shri Shankarlal Sargara
R/o Railway Colony, Savrupganj,
Distt: Sirohi (Rajasthan)
Sirohi (Raj.)

V/S

1. The General Manager
State Bank of Bikaner & Jaipur
Tilak Marg, C-Scheme,
Jaipur.
2. The Branch Manager
State Bank of Bikaner & Jaipur,
Branch Savrupganj, Distt: Sirohi (Rajasthan)
Sirohi (Raj.)

Present :

For the applicant : Sh. C.D.Chaturvedi, Representative

For the non-applicant : Sh. R.K.Jain, Advocate.

AWARD

14.6.2017

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“क्या महाप्रबंधक, स्टेट बैंक बीकानेर एण्ड जयपुर, तिलक मार्ग सी स्कीम जयपुर द्वारा अपने कर्मकार श्री विनोद कुमार पुत्र श्री शंकर लाल को दिनांक 14.02.2001 से 29.11.2004 तक विभिन्न अवधियों में कार्य करने के बाद सेवा से हटाया जाना न्यायोचित एवं विधि सम्मत है? यदि नहीं तो कर्मकार अपने नियोजक से किस राहत को पाने का अधिकारी है?

2. Briefly fact of the case is that applicant Sh. Vinod Kumar was engaged as temporary full time peon by Branch Manager, SBBJ, Sarupganj, Distt. Sirohi & has worked in the branch for the periods as mentioned below:-

S.No.	Year	From	To
1.	2001	14.2.2001	29.12.2001
2.	2002	1.3.2002	19.4.2002
3.	2003	9.5.2003	30.12.2003
4.	2004	1.1.2004	29.11.2004

3. Further, it has been alleged that during year 2001 he was receiving a monthly wage of Rs. 500/-, however, the amount was increased while making payments as per number of days worked in a particular month. It has been further mentioned in para 3 of statement of claim that the Branch Manager was adopting unfair labour practice at the time of payment of wage. He was insisting to write name of Laxman in place of Vinod Kumar on payment voucher relating to salary with a purpose to defeat the record of regular working of the applicant. During conciliation proceeding also applicant insisted the management to produce the record of Laxman in case there was any person other than the applicant named as such.
4. Applicant has alleged that he was performing all the duties of a peon like delivery of local mail which was entered in the peon book & applicant has worked as full time peon from 14.2.2001 to 29.11.2004 to the satisfaction of the management of the branch. Applicant has worked for 714 days between 14.2.2001 to 29.11.2004 & has worked for more than 240 days between 9.5.2003 to 29.11.2004. In spite of above factual position services of the applicant was discontinued by the Branch Manager w.e.f. 29.11.2004 without any prior notice required under section 25-F of I.D.Act, 1947 & section 522(4) of Shastri Award.
5. It has been alleged in para 8 of the statement of claim that according to item no.10 of fifth Schedule of I.D.Act, 1947 employing workmen as casual or temporary & continuing them for years with object of depriving them of the status & privileges of permanent workmen is to be treated as unfair labour practice & unfair labour practice is prohibited in terms of section 25-T of I.D.Act, 1947. The bank management has violated provision of section 25-F, 25-G, 25-H, 25-T of I.D.Act, 1947, Rule 76 & 77 of The Industrial Disputes (Central) Rules, 1957, para 522 (4) of Shastri Award & Clause 20(8) & 20(12) of Banking Industry's first Bi-partite Settlement.
6. It has been prayed that direction may kindly be issued to the management of the bank to reinstate the applicant in service of the bank as sub-staff from date of termination with back wages & other consequential benefits.
7. In reply to statement of claim against para 1 it has been alleged that applicant was not issued with any appointment letter which is indicator of the fact that he was not taken on job by following established procedure of recruitment & his work was casual. Against para 2 it has been alleged that contention of para 2 is wrong & baseless that he was paid Rs.500/- monthly & increased payment was also made at the time of payment depending upon his work.
8. Statement in para 3 & 4 has been alleged to be wrong with contention that applicant was not issued with any appointment letter & he was paid on the basis of bill submitted by him against temporary work done by him. Against para 5 & 6 it has been alleged that based upon need applicant has worked time to time & payment has been made against such working on the basis of bill submitted by him & such payments have been accepted by the applicant without objection. The engagement of the applicant was casual & he was not recruited in the bank following the procedure of the selection.
9. It has been specifically denied that applicant has worked for 240 days in the concerned period & has been alleged that work done by applicant was purely casual in nature & there has been no violation of section 25-F of I.D.Act, 1947. Applicant has never worked continuously. He was fully aware about the nature of work & accordingly work was taken from him. No unfair labour practice has taken place in relation to work of the applicant. Non-applicant has not violated any of the provision of I.D.Act, 1947 or rules of Rule 76 & 77 of The Industrial Disputes (Central) Rules, 1957 or provision of para 522 (4) of Shastri Award & Clause 20(8) & 20(12) of Banking Industry's First Bi-partite Settlement. It has been alleged that applicant is not entitled to any relief & his statement of claim is liable to be dismissed.
10. Beside above reply to statement of claim preliminary objection has been mentioned as part of reply to statement of claim wherein it has been alleged that entire record was placed before the Assistant Labour Commissioner/ Conciliation Officer wherein it was specifically & clearly mentioned that no appointment was given to the applicant & only need based work was taken from him casually. It has also been alleged that applicant has never worked for 240 days in any year & there is no employer- employee relationship between management & applicant & the dispute is not covered within the meaning of section 2(k) of I.D.Act, 1947 & reference has been made without application of mind.
11. The case was fixed for evidence of the applicant on 30.1.17. Neither anyone appeared on behalf of applicant nor affidavit in evidence on behalf of applicant was filed. Learned representative of non-applicant was present. In the interest of justice case was suo-moto adjourned by the tribunal fixing 15.3.17 for evidence of applicant.
12. On 15.3.17 presiding officer was on leave. None appeared on behalf of applicant & affidavit in evidence on behalf of applicant was also not filed. None appeared on behalf of opposite party. Sh. Rajendra Gupta, advocate appeared for applicant with contention that learned representative of applicant will not come today. Next date 8.5.17 was fixed for evidence of the applicant. On 8.5.17 none appeared on behalf of applicant & opposite party. Case was adjourned by the tribunal suo-moto giving last opportunity to the applicant for filing affidavit in evidence on 12.6.17. It was further mentioned in the order-sheet that if evidence is not filed by applicant side on 12.6.17 further proceeding

shall be closed. On 8.5.17 after order learned representative for the applicant appeared & became aware with order dated 8.5.17.

13. On 12.6.17 again none appeared on behalf of applicant & opposite party. No evidence was filed from applicant side. Looking into lack of interest on the part of applicant in further proceeding of the case evidence of the applicant was closed & case was reserved for award.

14. From perusal of the file, it appears that no document relating to the case has been filed either by applicant or by non-applicant. Thus, there is absence of documentary evidence on record. Applicant has not filed any affidavit in evidence & he has also not appeared for his cross examination on any such affidavit. From perusal of order-sheet it further appears that applicant Sh. Vinod Kumar has been personally absent since 4.3.2010. It appears from the fact & circumstances discussed above that applicant did not take interest in proceeding of the case & leading evidence in support of the claim. His opportunity to lead evidence was accordingly closed by the tribunal. From the above discussion it is evident that applicant has failed to prove that he has worked for different periods between 14.2.2001 to 29.11.2004 as mentioned in the reference. Accordingly, I am of the view that applicant has failed to prove that action of the General Manager, SBBJ, Jaipur in removing Sh. Vinod Kumar from service is unjust & illegal & applicant is not entitled to any relief. Statement of claim of the applicant is dismissed accordingly.

15. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2243.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दुंगापुर बंसवारा क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 117/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/49/2005-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2243.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 117/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the management of Dungarpur Banswara Kshetriya Gramin Bank and their workmen, received by the Central Government on 18.09.2017.

[No. L-12012/49/2005-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR, COURT, JAIPUR

BHARAT PANDEY, Presiding Officer

I.D. 117/2005

Reference No. L-12012/49/2005-IR (B-I) Dated: 13.9.2005

Shri Naresh Joshi
Sagwara, Distt. Dungarpur
Rajasthan.

V/s

The President,
Dungarpur Banswara Kshetriya Gramin Bank
Dungarpur (Raj.)

Present :

For the Applicant : Sh. Rajendra Vaish, Advocate.
For the Non-applicant : Sh. Praveen Purohit, Advocate.

AWARD

Dated: 29.6.2017

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the action of the management of Dungarpur Banswara Kshetriya Gramin Bank, Dungarpur in terminating the services of Sh. Naresh Joshi, S/o Sh. Nathuram Joshi on 16.10.2002 is justified? If not, to what relief the workman is entitled to?”

2. According to statement of claim briefly fact of the case is that applicant was appointed on 14.9.98 in Sagwara Branch of the bank as IVth class employee on permanent vacant post. Applicant worked from Sep, 1998 to 16.10.2002 uninterrupted & has worked for more than 240 days in a year. He was paid on monthly basis through payment voucher which has been attached as Ex-1 & Ex-32 along with statement of claim. Since appointment of applicant in Sagwara Branch there was no IV class employee & hence, applicant was working as full time class IV employee. Applicant has alleged that he passed the B.A. Examination in the year 1998 & record of passing the B.A. Examination is available in the bank.

3. The work of the applicant was filling of drinking water, cleanliness, collection of stationary, preparation of Photocopy, letter dispatch, visit to SBBJ & Co-operative Bank of Rajasthan for clearance of bank drafts & cheques, Deposit of electricity & telephone bills, filling of peon book, counting & packing of notes & depositing them to other bank with cashier, recovery of loan amount from the parties, preparation of pass-book, assistance at the time of audit by gathering documents, work related to stationary at head office Dungarpur, remaining present & working during officers meeting, opening & closing of bank & such other works which a class IV employee performs in course of working. It has been alleged that Ex-33 to 54 are documents connected with performance of above mentioned work & attached with statement of claim.

4. There was no complain against the applicant. He was neither charge sheeted nor punished. Applicant was entitled to be made permanent but non-applicant removed the applicant from service on 16.10.2002 without assigning any reason & employing unfair labour practice. Removal of the applicant is in violation of section 25-F,G & H of I.D.Act, 1947 & rule 77 & 78 of the Industrial Disputes (Central) Rules, 1957. It has been further alleged that applicant was seeking regularisation in the service which annoyed the non-applicant & he was removed from the service. It has been prayed that order of dismissal dated 16.10.2002 be declared void & illegal & applicant be reinstated in service with back wages, continuity of service & consequential benefits.

5. In reply to statement of claim, statements in para 1,2,3,4,5,6,7,8,9 & 10 have not been admitted. In addition to denial it has been alleged that applicant was not appointed in the bank. There is a settled procedure for appointment in the bank. Applicant is neither eligible nor he participated in recruitment process of the bank hence, question of his appointment by a competent authority of the bank does not arise.

6. It has been further alleged that a candidate cannot be appointed as IVth class employee of the bank if his educational qualification is more than 8th pass. As applicant has alleged that in the year 1998 he had qualified the examination of B.A. hence, he could not be appointed as class IV employee. In this connection, contention of the applicant is wrong that bank is having record of graduation of the applicant. It has further alleged that applicant has not filed document in this connection on the record of the file.

7. It has been specifically alleged that applicant has not filed any record of working 240 days in every year. It has been further alleged that no work is carried out in the bank on holidays but applicant has alleged that he was working on holidays also which is false & baseless. It has been further alleged that document Ex-1 to 32 are illegible & uncertified & from these documents the only thing that can be derived is that applicant was a part time daily wager who has worked in absence of a regular employee & he was paid for the work he has done.

8. It has been further alleged against para 5 of statement of claim that due to absence of a person on the post of messenger in Sagwara Branch work has been taken from the applicant casually as part time daily wager & he has been paid for the same. The documents Ex-33 to Ex-54 are illegible, uncertified & not admitted & it has been prayed that such document could not be taken on record by the tribunal. Non-applicant has alleged that applicant was not a regular employee of the bank, hence, there was no question of serving him with a charge sheet or carrying out annual assessment of his work, hence, claim of the applicant that his work was satisfactory is baseless & not admitted.

9. Applicant is neither eligible to be appointed on the post of messenger nor he was selected on the basis of established rule & procedure of recruitment & he was also not entitled to be appointed on permanent post. No unfair

labour practice was adopted with applicant. It has been alleged in para 9 of reply that when applicant was not appointed the question of dismissing him from service does not arise & consequently there is no reason of serving any notice or pay in lieu of notice or payment of retrenchment compensation. It has been specifically denied that provisions of section 25-F, G & H of I.D.Act, 1947 & rule 77 & 78 of The Industrial Disputes (Central) Rules, 1957 has not been violated. Further, it has been specifically denied that no work of class III employee has taken from the applicant & contention of the applicant in this regard is baseless & untrue. At last it has been prayed that statement of claim of the applicant may be dismissed with cost.

10. Applicant Sh. Naresh Joshi has filed affidavit in evidence in support of statement of claim on 24.12.2014 & copy of the affidavit has been given to non-applicant on the same date i.e. 24.12.2014 & case has been fixed for cross examination by non-applicant on 12.3.2015. Between 12.3.2015 to 7.6.2017 cross examination of the applicant could not take place because of continuous absence of the applicant since 13.12.2016. Applicant has been continuously remaining absent from 13.12.2016 till 7.6.2017.

11. On 7.6.2017 also applicant was absent & learned representative of non-applicant was present but cross examination could not be done because of continuous absence of the applicant since 13.12.2016. However, the case was adjourned in the interest of justice suo-moto by the tribunal by providing further last opportunity to the applicant to participate in the case & appear for cross-examination on 27.6.2017. On 27.6.2017 also applicant did not appear hence, he could not be cross examined & further opportunity of applicant's evidence was closed due to lack of interest of the applicant & case was reserved for award.

12. Since filing of affidavit in evidence by applicant on 24.12.2014 it shall appear from perusal of order-sheet that next date 12.3.15 was fixed for cross examination of the applicant but none appeared from both side & learned representative were on strike hence, next date 8.4.15 was fixed for cross-examination. On 8.4.2015 applicant was personally present & learned representative of non-applicant was present. Applicant alleged that he cannot appear for cross examination in absence of his counsel. As his counsel was absent on 8.4.2015 hence, 25.6.2015 was next date fixed for cross examination of the applicant. On 25.6.2015 neither applicant nor his learned counsel came in appearance. Learned counsel for non-applicant was present. In the interest of justice case was again suo-moto adjourned by tribunal fixing 8.9.2015 for cross examination of applicant. On 8.9.2015 situation was same as on 25.6.2015. Again case was adjourned by tribunal suo-moto in the interest of justice fixing 30.11.2015 for cross examination of applicant. On 30.9.2015 also applicant did not appear who was to be cross examined. Learned representative of applicant appeared & alleged that Learned representative of non-applicant will not come. Case was again adjourned fixing 13.1.2016 for cross examination of applicant.

13. On 13.1.2016 applicant appeared in person. Learned representative of non-applicant also appeared. Learned representative of applicant did not appear. Applicant asked for adjournment which was allowed fixing 21.3.2016 for cross-examination of applicant. From 31.3.2016 till date applicant has not appeared for cross examination as indicated above. All these circumstances are indicative of the fact that applicant is not interested in having himself in cross examined & give passage for further proceeding in the case. In above circumstance, further opportunity for cross examination was closed. It was alleged by leaned counsel for non-applicant that in absence of evidence on behalf of applicant opposite party will not lead evidence. Accordingly, case was reserved for award.

14. Heard the argument of learned counsel for opposite party. None appeared for applicant.

15. It has been argued by learned counsel for non-applicant that applicant is not interested in having this case decided for the reason best known to him. It has also been pointed out that earlier case was decided on 17.2.2006 as "No Claim Award" because he did not file the claim.

16. In absence of evidence it is not practicable to adjudicate the reference dated 13.9.2005 as mentioned above. Resultantly, I am of the view that applicant has failed to prove that action of the management of Dungarpur-Banswara Kshetriya Gramin Bank, Dungarpur in terminating the services of Sh. Naresh Joshi, S/o Sh. Nathuram Joshi on 16.10.2002 is not justified. The applicant is not entitled to any relief. Statement of claim of the applicant is dismissed accordingly.

17. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2244.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 5/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/82/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2244.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.09.2017.

[No. L-12012/82/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/5 of 2014

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
STATE BANK OF INDIA

Assistant General Manager,
State Bank of India, Zonal Office,
Admn Office, Sharda Chamber,
7th Floor, 386/2, Shankarseth Road,
Pune – 411 037.

AND

THEIR WORKMAN

Smt. Kalpana Baban Shivarkar,
S.No. 14, Hole Vasti,
Omkar Shri Apartment Wanawari,
Pune.

APPEARANCES :

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate

FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, dated the 20th July, 2017

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/82/2012 – IR (B-I) dated 16.01.2014. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Smt. Kalpana Baban Shivarkar w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, she was working with the first party bank since 2004 as a Sweeper. She has worked continuously from 2004 to 16.1.2012 with the first party bank. She was doing the work of cleaning and sweeping the premises of Zonal Office Pune and the officers' quarters of the first party bank under direct control and supervision of the first party bank. Her work is regular and perennial. The first party bank was making payment to her. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to her directly by the first party bank.

4. It is contention of the second party workman that she was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947. Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of her services by the first party bank is illegal. She is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank's residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometimes in 1999 – 2000. However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that she was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base her claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employer relationship between the first party bank & concerned workman?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Smt. Kalpana Baban Shivarkar w.e.f. 16/01/2012 is legal and justified ?	Yes
4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
5.	What Order ?	As per final order

REASONS

Issue No.1 :

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/s. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contact labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/s. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/s. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to her directly. As per her contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of her service and the reference has arisen out of her demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank as a contractor since 1981 for doing house-keeping at Pune Zonal office and bank's quarters at Pune. In her evidence also the second party workman has stated that she has joined the services in 1998. She then admits that M/s. Golden Enterprises has abandoned the contract in November 1998 and the trade union namely Thekedar Kamgar Sangh has filed writ petition bearing No. 6247 of 1998 on behalf of the contract workers in the Hon'ble Bombay High Court. Admittedly, in the writ petition they have made averments categorically that they have been employed by M/s. Golden Enterprises. In para 3(a) of statement of claim it is stated that they were on the muster of M/s. Golden Enterprises. It is admitted that they were not under the disciplinary control of the bank. Even it is admitted that they were not getting the facilities as available to the other bank employees. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, she admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), she and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by her that before 1998 M/s. Golden Enterprises use to make payment to them. She even admits that she and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank she has been continued with such arrangement in respect of payment of wages to her by the bank by depositing her wages directly in her account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that she was a contract labour for doing the house-keeping job at the banks premises and therefore she

continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be dis-continued only because the petition has been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while she was continued to be contract labour even after the order of Hon'ble Bombay High Court till her services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I. and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not

include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of *Indian Iron & Steel Co. Ltd. V/s. State of West Bengal & Ors.* 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee / union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman herself has admitted in her cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze, Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of *International Airport Authority of India V/s. International Air Cargo Union and Anr.* 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and her services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract her services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, her appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/s. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated her services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 20.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2245.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 21/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/75/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2245.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.09.2017.

[No. L-12012/75/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/21 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
STATE BANK OF INDIA

Assistant General Manager,
State Bank of India, Zonal Office,
Admn Office, Sharda Chamber,
7th Floor, 386/2, Shankarseth Road,
Pune – 411 037.

AND

THEIR WORKMAN

Smt. Tulsa Sitaram Shivarkar,
S. No. 1-A, 36-B,
Wanawari Gaon,
Pune-411 040.

APPEARANCES :

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate

FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, dated the 20th July, 2017

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/75/2012 – IR (B-I) dated 25.03.2013. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Smt. Tulsa Sitaram Shivarkar w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, she was working with the first party bank since 1986 as a Sweeper. She has worked continuously from 1986 to 16.1.2012 with the first party bank. She was doing the work of cleaning and sweeping the premises of Zonal Office

Pune and the officers' quarters of the first party bank under direct control and supervision of the first party bank. Her work is regular and perennial. The first party bank was making payment to her. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to her directly by the first party bank.

4. It is contention of the second party workman that she was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947. Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of her services by the first party bank is illegal. She is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank's residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometime in 1999 – 2000. However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that she was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base her claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employer relationship between the first party bank & concerned workman?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Smt. Tulsa Sitaram Shivarkar w.e.f. 16/01/2012 is legal and justified ?	Yes
4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
5.	What Order ?	As per final order

REASONS

Issue No. 1 :

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/s. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contact labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/s. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/s. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to her directly. As per her contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of her service and the reference has arisen out of her demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank as a contractor since 1981 for doing house-keeping at Pune Zonal office and bank's quarters at Pune. In her evidence also the second party workman has stated that she has joined the services in 1998. She then admits that M/s. Golden Enterprises has abandoned the contract in November 1998 and the trade union namely Thekedar Kamgar Sangh has filed writ petition bearing No. 6247 of 1998 on behalf of the contract workers in the Hon'ble Bombay High Court. Admittedly, in the writ petition they have made averments categorically that they have been employed by M/s. Golden Enterprises. In para 3(a) of statement of claim it is stated that they were on the muster of M/s. Golden Enterprises. It is admitted that they were not under the disciplinary control of the bank. Even it is admitted that they were not getting the facilities as available to the other bank employees. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, she admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), she and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by her that before 1998 M/s. Golden Enterprises use to make payment to them. She even admits that she and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank she has been continued with such arrangement in respect of payment of wages to her by the bank by depositing her wages directly in her account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does

not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that she was a contract labour for doing the house-keeping job at the banks premises and therefore she continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be dis-continued only because the petition has been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while she was continued to be contract labour even after the order of Hon'ble Bombay High Court till her services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I. and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by

depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of Indian Iron & Steel Co. Ltd. V/S. State of West Bengal & Ors. 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee / union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman herself has admitted in her cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze,

Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of International Airport Authority of India V/S. International Air Cargo Union and Anr. 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and her services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract her services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, her appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/S. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated her services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 20.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2246.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 32/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.09.2017 को प्राप्त हुआ था।

[सं. एल-12012/83/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2246.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2013) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 18.09.2017.

[No. L-12012/83/2012-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI**

PRESENT : M. V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/32 of 2013

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
STATE BANK OF INDIA

Assistant General Manager,
State Bank of India, Zonal Office,
Admn Office, Sharda Chamber,
7th Floor, 386/2, Shankarseeth Road,
Pune – 411 037.

AND**THEIR WORKMAN**

Smt. Anjali Kashinath Mahadik,
114/211, Saptashruni Apartment,
Premlok Colony, Nave Nagar,
Kalewadi, Pimpri,
Pune-411 017.

APPEARANCES :

FOR THE EMPLOYER : Shri M.G. Nadkarni, Advocate

FOR THE WORKMAN : Mr. Umesh Vishwad, Advocate

Mumbai, dated the 20th July, 2017

AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/83/2012 – IR (B-I) dated 17.05.2013. The terms of reference given in the schedule are as follows :

“Whether the action of the management of State Bank of India, Zonal Office, Pune in terminating the services of Smt. Anjali Kashinath Mahadik w.e.f. 16.1.2012 is legal and justified ? If not, to what relief the workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives. Second party workman filed statement of claim Ex.6. According to the concerned workman, she was working with the first party bank since 1998 as a Sweeper. She has worked continuously from 1998 to 16.1.2012 with the first party bank. She was doing the work of cleaning and sweeping the premises of Zonal Office Pune and the officers' quarters of the first party bank under direct control and supervision of the first party bank. Her work is regular and perennial. The first party bank was making payment to her. As such there is direct employer-employee relationship between first party bank and second party workman.

3. According to the second party workman, a group of workmen raised the industrial dispute against the management of first party bank, Mumbai for non-absorption of workmen engaged through contractors in services of the first party bank. The agreement was arrived at and the contract workers were absorbed in the service of Central office and Mumbai Main Branch of the first party bank. However, the first party bank has failed to absorb the contract employees working in Pune and were discriminated in same situation. Therefore, the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The said petition was disposed of in the year 2006 in view of law laid down in case of Steel Authority of India. Since 1998, the first party bank has stopped paying wages to the second party workman through the contractor and has started direct payment to the second party workman. There is no contractor since 1998 and the wages were directly paid by Pune Zonal office of the first party bank. Even after disposal of the said writ petition the second party workman was in service and wages were paid to her directly by the first party bank.

4. It is contention of the second party workman that she was in continuous service and had put continuously 240 days and more continuous service in every completed year of the service. However, the first party bank has terminated the services of the second party workman without following the procedure laid down in section 25-F of I.D. Act, 1947. Therefore the said termination is illegal, improper, arbitrary and unjust. It also amounts to unfair labour practices. The second party workman is therefore asking to declare that the termination of her services by the first party bank is illegal. She is also asking for re-instatement with continuity of service and all other consequential benefits from the date of termination till actual date of re-instatement along with interest and cost.

5. First party bank has resisted the claim by filing written statement Ex.7. According to the first party bank, the bank had engaged the contractor named M/s. Golden Enterprises since June 1981 who was entrusted with the job of house-keeping at the Zonal office, located at East Street, Gulmohar, Pune and also at the bank's residential quarters namely Madhuban Bank House and Ashirwad Bldg. at Nagar Road, Pune. The bank was making payment to the contractor for the service rendered to the bank and the contractor was in turn effect the payment to the workers engaged by him for carrying out the job given to him by the bank. The said contractor abandoned the contract in November 1998 and ran away. The bank terminated the contract with M/s. Golden Enterprises sometime in 1999 – 2000. However, with reference to the letter and spirit of the order of Hon'ble Bombay High Court dated 21.3.2006, the bank continued to engage the contract labours for doing the house-keeping jobs at the bank premises. Bank used to give money to Shri Selvam, the Supervisor against the production of the bills. Subsequently, there was inter-se dispute and the contract labours requested bank to pay money directly to them. Accordingly, the arrangement was worked out whereby Shri Selvam used to submit bills and bank credited the amount to the account of each contract labour.

6. It is also contention of the first party bank that on 10.9.2010 the bank published tender notice in local newspaper for maintenance and house-keeping of the banks premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity.

7. It is also contention of the first party bank that there is no employer-employee relationship between the bank and concerned workman. The tribunal has no jurisdiction to adjudicate the dispute in question. Even as per order in writ petition bearing No. 6247 of 1998 of Hon'ble Bombay High Court, the concerned workman did not approach the competent authority to get the matter referred to tribunal for adjudication and as such dispute referred for adjudication in the present reference has been raised belatedly. It is quite stale. The reference is not maintainable on that ground.

8. According to the first party bank, the concerned workman was engaged by the contractor named M/s. Golden Enterprises. The bank was making payment to the said contractor who in turn was effecting the payment to the workmen engaged by him and therefore the claim of concerned workman that she was engaged by the bank is not maintainable. It is, thus, contention of the bank that it has not discriminated the contract employees working at Pune and therefore the claim of the workman is completely untenable.

9. It is also contention of the first party bank that provisions of section 25-F of I.D. Act, 1947 are not applicable in the factual matrix of the case since the service of the concerned workman automatically came to an end after new contractor was engaged by the bank after duly following tender process.

10. It is then contention of the first party bank that the settlement / agreement that might have been reached at Mumbai has no relation whatsoever with the present dispute and the workman concerned cannot base her claim on the basis of settlement entered into in a different case. On this premises, the first party bank has sought rejection of the reference.

11. Following issues are framed at Ex.8. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the reference is maintainable ?	Yes
2.	Whether there exists employer-employer relationship between the first party bank & concerned workman?	No
3.	Whether the action of the management of State Bank of India in terminating the services of Smt. Anjali Kashinath Mahadik w.e.f. 16/01/2012 is legal and justified ?	Yes
4.	If not, whether the concerned workman is entitled to be reinstated in the services of first party with continuity of service and all other consequential benefits ?	No
5.	What Order ?	As per final order

REASONS

Issue No. 1 :

12. The Learned Counsel for the first party bank submitted that admittedly the union namely Thekedar Kamgar Sangh has made demand of absorption of second party workman and other workers. The said union has filed writ petition bearing No. 6247 of 1998 before Hon'ble Bombay High Court. The main prayer of the petitioner was for issuance of writ of mandamus to the bank for regularizing the services of the concerned workers in the banks service. He submits that the said writ petition was disposed of by the Division Bench of Hon'ble Bombay High Court vide order dated 9.3.2006. In the said order the Hon'ble Bombay High Court made it clear that in view of law laid down by the Hon'ble Supreme Court of India in Steel Authority of India & Ors. V/S. National Union Waterfront Workers & Ors., the relief claimed in the petition cannot be granted and that only remedy available to the petitioner was to seek a reference to the tribunal. Accordingly, the petitioners were given liberty to make necessary application to the competent authority within two weeks from the date of order and the competent authority was directed to make reference as expeditiously as possible and in any case within a period of two months from the receipt of application of the petitioners. Submission is to the effect that the petitioners in the writ petition did not approach the competent authority to get the matter referred to the tribunal for adjudication within time. The contact labours of M/s. Golden Enterprises filed industrial dispute before the Labour Commissioner, Pune through Zilla Mazdoor Sangh vide their letter dated 23.12.2011. As such the dispute referred for adjudication in the present reference is belated i.e. after about 7 years from the date of order of the Hon'ble Bombay High Court. In view of this the submission is that the reference is not maintainable.

13. The Learned Counsel for the first party bank seeks to rely on the decision in case of Nedungadi Bank Ltd. V/S. K.P. Madhavankutty & Ors. 2000 (II SCC 455) to submit that the power of the appropriate government to exercise its powers under section 10 of the I.D. Act, 1947 is to be exercised reasonably and in a rational manner. There appears to be no rational basis on which the Central Govt. has exercised the powers in this case after a lapse of about 7 years of the order of the Hon'ble Bombay High Court. As such the dispute is stale and could not be the subject matter of the reference under section 10 of the I.D. Act, 1947.

14. He also seeks to rely on the decision in case of Reserve Bank of India V/S. Gopinath Sharma & Anr. 2006 (6 SCC 221) to submit that delay of 4 years in raising the dispute even after re-employment of the most of the workmen was held to be fatal.

15. He then seeks to rely on the decision in case of State of Karnataka & Anr. V/S. Ravi Kumar 2009 III LLJ (206 SC) to submit that 14 years delay to challenge the termination was stale reference and the reference ought to have been rejected on the ground alone.

16. However, in view of the facts of the present case it is to be seen whether the second party workman and other workers were diligent in raising the dispute before competent authority. We have document at Page 2 of list of document dated 11.3.2016. It is a copy of the letter dated 31.5.2006 (Ex.15) addressed to the Dy. Commissioner of Labour, Pune requesting him to intervene in the dispute and making reference within the time prescribed by the Hon'ble Bombay High Court. That would show that Thekedar Kamgar Sangh has made an application for making the reference within time prescribed by the Hon'ble Bombay High Court.

17. So far contention go, it is also a contention of the second party workman that even after the disposal of the said writ petition second party workman was in service and the wages were paid by the first party bank to her directly. As per her contention, the first party bank has terminated the services of the second party workman and as such the dispute was raised by the second party workman for regularization of the services of the concerned workman. It is the submission of the second party workman that the reference has not been arisen out of the demand of the union but the said reference has arisen out of the demand of the individual workman. The demand is not for regularization but the demand is for re-instatement of service. In view of these facts, it can be said that the individual workman has made the demand for regularization of her service and the reference has arisen out of her demand. Even before that in 2006 it is the union who has made application to the Dy. Commissioner of Labour, Pune requesting him to intervene into the dispute and make the reference within the time prescribed by the Hon'ble Bombay High Court. The said letter dated 31.5.2006 is at Ex.15. Therefore it can be said that the union was diligent in making the reference but then subsequently the demand is made by the individual workman for re-instatement and not for regularization. It cannot be said therefore that the reference is belated or otherwise it is stale and not maintainable. This point is therefore answered accordingly in negative.

Issue No. 2 & 3 :

18. This is the main contentions issue. At the first brush I would observe that admittedly M/s. Golden Enterprises was engaged by the bank as a contractor since 1981 for doing house-keeping at Pune Zonal office and bank's quarters at Pune. In her evidence also the second party workman has stated that she has joined the services in 1998. She then admits that M/s. Golden Enterprises has abandoned the contract in November 1998 and the trade union namely Thekedar Kamgar Sangh has filed writ petition bearing No. 6247 of 1998 on behalf of the contract workers in the Hon'ble Bombay High Court. Admittedly, in the writ petition they have made averments categorically that they have been employed by M/s. Golden Enterprises. In para 3(a) of statement of claim it is stated that they were on the muster of M/s. Golden Enterprises. It is admitted that they were not under the disciplinary control of the bank. Even it is admitted that they were not getting the facilities as available to the other bank employees. In view of above categorical and clear admission, the second party workman involved in the present reference cannot take a contradictory and inconsistent plea and cannot claim employer-employee relationship with the first party bank.

19. Even then the Learned Counsel for the second party workman submitted that after termination of the contract in between the first party bank and M/s. Golden Enterprises, second party workman was continued in service and the workers were directly paid by the bank at the same daily wages rate which was paid by the contractor. Submission is to the effect that the contract workers of M/s. Golden Enterprises were engaged by the State Bank of India and therefore they cannot be treated as contract employees because the contract of the contractor M/s. Golden Enterprises with the bank was cancelled and since cancellation of the contract they were continued to be in the service which would show that first party bank was the principal employer.

20. In this respect, if we see the evidence of the concerned workman, she admits that in the writ petition it was categorically shown that the contract labours were employed by M/s. Golden Enterprises and they are working on behalf of the M/s. Golden Enterprises in the premises of bank at Pune. Admittedly, in the statement of claim in para 3(a), she and other workers were shown on the muster of M/s. Golden Enterprises. It is admitted by her that before

1998 M/s. Golden Enterprises use to make payment to them. She even admits that she and other workers were not under the disciplinary control of the bank. Admittedly they were not getting the facility as available to the other bank employees. In view of this it can be said that the concerned workman being the employee of the contractor, the ultimate supervision and control was of the contractor.

21. In this respect the evidence has come on record that one Shri Selvam used to submit the bills in respect of work of concerned workman and other workers and then the bank used to credit the amount in the account of each of the contract labour. The question is whether the said arrangement which was worked out is sufficient to show and establish the employer-employee relationship in between the concerned workman and the first party bank. When initially the concerned workman was engaged by the contractor and after termination of the contract in between the said contractor and the bank she has been continued with such arrangement in respect of payment of wages to her by the bank by depositing her wages directly in her account after the production of bills by the said Shri Selvam, then that would not be sufficient to say that first party bank being the principal employer was making payment of wages to the concerned workman. Merely because the amount was credited to the workman/s account under circumstances narrated above does not in any way alter the factual position that the concerned workman was a labour contractor and not an employee of the bank.

22. I say so because there is well defined procedure in the bank for recruitment and employment in the bank is done by inserting advertisement, holding competitive test for the employment, selection procedure through merit etc. etc. No such procedure was adopted at the time of engagement of the concerned workman as a Sweeper. The fact remains therefore that she was a contract labour for doing the house-keeping job at the banks premises and therefore she continued to be a contract labour even after the contract between said contractor and bank was terminated somewhere in 1999-2000.

23. The Learned Counsel for the first party bank submitted that the bank continued to engage contract labours for doing the house-keeping jobs at the bank premises in view or order of Hon'ble Bombay High Court dated 21.3.2006 whereby the Hon'ble Bombay High Court in view of petition by the petitioners took out a motion for clarification of order passed on 9.3.2006 by the Hon'ble Bombay High Court and also protection till reference is made at the instance of the petitioners to the tribunal for adjudication. The Hon'ble Bombay High Court observed that they do not see any protection granted by the court which was sought to be continued but then the Hon'ble Bombay High Court observed that the contract labours employed by the bank should be continued subject to the requirements and by following statutory obligations including payment of wages etc. and they need not be dis-continued only because the petition has been disposed of. That would show that in view of this order passed by the Hon'ble Bombay High Court the concerned workman was continued in services as per the requirement and after cancellation of contract with first party bank and the contractor namely M/s. Golden Enterprises, the subsequent arrangement was made in respect of payment of wages of the concerned employees who were engaged by the contractor and therefore the payment was made to them by depositing the amount in their bank accounts on submission of the bills by one Shri Selvam. That would again show that the concerned workman was not considered to be the employee of the first party bank. All the while she was continued to be contract labour even after the order of Hon'ble Bombay High Court till her services automatically came to an end.

24. Even then the Learned Counsel for the second party workman submitted that the employees were the employees of M/s. Golden Enterprises till that contract was not abandoned or cancelled. After cancellation of the contract in 1999-2000 M/s. Golden Enterprises ceased to be contractor and these employees were ceased to the employees of M/s. Golden Enterprises. He submits that Hon'ble Bombay High Court has not directed to keep contract employees of M/s. Golden Enterprises in service in orders passed on 19.1.1999 and 1.2.1999. Therefore the relation between the S.B.I. and M/s. Golden Enterprises as principal employer and the contractor came to an end and after cancellation of the contract in 1999-2000 the services of the employees employed by M/s. Golden Enterprises for performing the job of cleaning, sweeping, house-keeping of S.B.I. premises automatically came to an end. These employees were ineligible to work with S.B.I. as contract workers of M/s. Golden Enterprises. So after termination of contract of M/s. Golden Enterprises and S.B.I., by oral orders by S.B.I. the employees were appointed to carry out the house-keeping, cleaning, sweeping work and then since that date till the date of termination the concerned workman were employed continuously by S.B.I. They worked for 10 – 12 years continuously on the basis of said oral order of S.B.I. and therefore there exists employer-employee relationship in between bank and concerned employees.

25. This submission is other way round and is not acceptable. A definite stand was taken by the concerned employees in the WP No. 6247/1998 that they are employees employed by M/s. Golden Enterprises which has been given a contract of house-keeping of S.B.I., Pune, Regional Office Pune has been employing several workers for carrying out the same work. It would thus not lie in their mouth to take contradictory and inconsistent plea that they are the workmen of the principal employer i.e. bank. To raise such a mutually destructive plea is impermissible in law. Such mutually destructive plea should not be allowed to be raised. Common law principle of estoppel waiver and acquaintance are applicable in the industrial adjudication. In the context the hand can be laid on decision in case of

Steel Authority of India V/S. Union of India 2006 (12 SC 243) wherein in para 28 of the judgment it has been observed that such inconsistent plea is not permissible.

26. On going through the order of Hon'ble Bombay High Court in the said WP No. 6247/1998 it has been observed as follows:

“We have gone through the orders passed by this court on 19.1.1999 and 1.2.1999 and we do not see any protection granted by this court and as sought to be continued. Undoubtedly the contract labours employed by Respondent bank shall be continued subject to the requirement and by following the statutory obligations including the payment of wages etc. and they need not be dis-continued only because this petition has been disposed of.”

27. In view of these observations of Hon'ble Bombay High Court even after the termination of contract in between M/s. Golden Enterprises and the bank the concerned workmen were continued and were paid wages by the bank by depositing the wages in their respective bank accounts. That does not mean that the bank has orally appointed them as its employees on regular basis even without following the statutory procedure.

28. Learned Counsel for the concerned workman / union submitted that the bank was paying bonus to the concerned employees. He refers to Ex.17 to submit that the bank was making payment through bankers' cheque. Therefore the submission is that as per Section 10 of Payment of Bonus Act, the employer is bound to pay the bonus. Section 2(14) of Payment of Bonus Act defines employer and it says that in relation to any other establishment the person who or the authority which was the ultimate control over the affairs of the establishment and the managing agent is the employer. He submits that as per section 21(4) the principal employer is not liable to pay bonus, gratuity as wages does not include it. He is liable to pay only wages if the contractors fails to pay wages. Since S.B.I. has paid bonus to the concerned employees it can be said that S.B.I. has engaged concerned workman directly and the bank is the employer of the concerned workmen who are covered under the Payment of Bonus Act.

29. This submission is also not acceptable since in the decision in case of Indian Iron & Steel Co. Ltd. V/S. State of West Bengal & Ors. 2011 (4 LLM 158), Calcutta, it has been observed in para 20 of the judgment that,

“There is no warrant for the proposition that in every case where the bonus is paid to an employee, the same is an indicator of the employee being a regular employee. The company is an establishment in public sector. The provisions of bonus act would apply to it only if it satisfies the conditions mentioned in sub section (1) of section 20 thereof. If indeed the company was obliged to pay bonus to its regular employees and had in the process shared its profits with the contract labours by paying the bonus in terms of bonus act, the very action of extending benefits of the social welfare legislation to said labours would not change their status to regular employees of the company.”

30. Next submission of Learned Counsel for the concerned workman is that the contractor did not obtain necessary licence. In this respect also it is necessary to refer the observations in para 20 of the citation cited supra. It has been observed that if at all the contractor did not obtain the licence it would open to the authority concerned to take action against it under section 23 of CLRA Act but for that the company cannot be penalized and the contract labours employed by such erring contractor be thrust upon it. Non-obtainment of licence without anything more would not clothe the Respondent with any legal right to claim that they are the direct employees of the company and hence entitled to continue in service despite the contract with KNYCEE not being renewed.

In view of this legal position it can be said that even if the contract between the bank and the contractor namely M/s. Golden Enterprises was cancelled and could not be renewed that does not give right to the concerned employee / union to claim that they are direct employees of the bank.

31. Next submission of Learned Counsel for the concerned workman is that there is no documentary evidence to show that Shri Selvam was the contractor after the contract of M/s. Golden Enterprises was abandoned. He submits that before RLC the settlement of Minimum wages was reached between the bank and workman / union and the bank has accepted to pay the minimum wages to the concerned workman. In view of that the submission is that after the contract with M/s. Golden Enterprises was abandoned, it was the bank who paid the wages to the concerned employees by depositing the wages in their bank account and thereby the bank has accepted it to be the employer of the concerned workman.

32. It is no doubt true that there is no documentary evidence to prove that Selvam was submitting the bills on the basis of which the wages were deposited in the bank account of each workman. But then Selvam was one of the worker along with other employees. Even the workman herself has admitted in her cross-examination that due to inter-se dispute between the workers they requested the bank to make the direct payment and arrangement was worked out. In view of that it can be said that some arrangement was worked out in respect of payment to these workmen after the contract between the bank and M/s. Golden Enterprises was abandoned.

33. In view of this, it is the submission of Learned Counsel for the bank that the workmen concerned were continued to be engaged by K.P. Selvam as a contract labour after original contractor ran away and no wages were directly paid to them by the bank. In view of admission of the concerned workman that the arrangement was worked out after the inter-se dispute between the workers it can be very well said that the concerned workmen were paid wages directly in their bank account by way of this arrangement which was worked out. Therefore that will not give them the status of regular employees since initially they were engaged by the contractor and then there is no documentary evidence to show that the concerned workman was appointed by the bank.

34. It is then submission of Learned Counsel for the concerned workman that the concerned workman was doing the work of sweeping and cleaning under the direction, control and supervision of first party bank. He refers to copies of attendance register to submit that those registers are maintained by the bank and it bears the signatures of Waze, Kulkarni and Bhosale who are the bank officers. In view of this it is submitted that the bank officers were having control over the work carried out by the concerned employees.

35. In his cross examination witness Sudhir Ramchandra has denied the suggestion to the effect that the bank was having control over the work carried out by the concerned employees and that Mr. Jatar, Sudhir Pawar, Dube, Karkhanis were supervising the work and were allotting the work to the concerned employees. Even if some anxious consideration is given to this submission of Learned Counsel for the concerned workman then also it can be said that merely because the contract labour work is under the supervisions of officers of principal employer it cannot be taken as evidence of direct employment under the principal employer. In the decision in case of International Airport Authority of India V/S. International Air Cargo Union and Anr. 2009 (13 SCC 374) it has been observed in para 54 of the judgment that,

“Exercise of some control over the activities of the contract labour while they discharge their duties as labours is inevitable and such exercise is not sufficient to hold that the contract labour will become the direct employee of the principal employer.”

36. In the light of above observations I hold that there does not exist employer-employee relationship between the first party bank and second party workman. But then it is submission of the Learned Counsel for the concerned workman that the concerned workman had worked for 240 days and continuously in every completed year of service and her services came to be terminated without following the procedure laid down under section 25 of I.D. Act, 1947. In this view the submission is that the said termination is illegal and improper.

37. This submission is also not acceptable since the fact remains that the concerned workman was engaged by the contractor and after termination of the contract her services came to an end.

38. For it is explicit from the evidence of Sudhir Jalanwar, the witness of the bank that on 10.11.2010 the bank published tender notice in local newspapers for maintenance and house-keeping of bank premises. The bank also suggested the contract labours to form a society, partnership firm or a company for participating in the tender process. Contract labours did not pay heed to the suggestion made by the bank. The tender process was completed on 16.12.2011 and the contract for maintenance and house-keeping of the bank premises was awarded to contractor who had quoted the lowest rates. The new contractor displayed the notice on the bank's notice board stating that he was given contract for maintenance and house-keeping of the banks premises and invited those who were interested to work with him to approach him. However, the concerned workman and other workers did not avail this opportunity to work under the new contractor. The fact remains therefore that after termination of earlier contract the services of the concerned workman automatically came to an end.

39. In view of this, the Learned Counsel for the first party bank submitted that though concerned workman had worked for 240 days in a year, her appointment was not from the regular stream of appointment and therefore is not entitled for regularization. He seeks to rely on the decision in case of Dena Bank V/S. Ashraf Yalu Shaikh 2009 III CLR 426 to submit that since the appointment of the concerned workman was not from the regular stream of appointment they are not entitled to reinstatement but only compensation, as envisaged under section 25 of I.D. Act, 1947.

40. So far the submission of the concerned workman to the effect that first party bank has terminated her services without following the procedure laid down in section 25-F of I.D. Act, 1947, it can be said that there is no employer-employee relationship between the bank and workman and that the services of the workman automatically came to an end after the new contractor was engaged by the bank after following tender process. It is not therefore possible to accept the submission of Learned Counsel for the concerned workman that the termination is illegal on account that it was without following the procedure laid down in section 25-F of I.D. Act, 1947.

41. Realising this difficulty, Learned Counsel for the concerned workman submitted that by way of settlement, the similarly situated workmen and employees in Mumbai were absorbed in services of the bank and therefore the first

party bank has violated the principles of equity before law and gave different treatment to some set of employees in Mumbai by neglecting section 12(3) and 18(3) of I.D. Act, 1947 and therefore the termination is illegal. The submission is again other way round. There is no evidence of such discrimination. If any such agreement has been reached then it has no relation with the present dispute. The present dispute is squarely covered by W.P. No. 6247/1998 and the same has to be dealt with in the light of order passed by Hon'ble Bombay High Court in the said writ petition. In view of that the concerned workman cannot base a claim on the basis of settlement entered into in a different matter under different circumstances.

42. Considering all these facts, I hold that action of management in terminating the services of concerned workman w.e.f. 6.1.2012 is legal and justified. The above issues are therefore answered accordingly as against each of them in terms of above observations.

Issue No. 4 & 5 :

43. In view of my finding the above issues, the concerned workman is not entitled to be re-instated in the services of first party bank with continuity of service and other consequential benefits. He is not entitled to relief claimed. Thus order.

ORDER

Reference is rejected with no order as to costs.

Date: 20.07.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2247.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फूड कारपोरेशन ऑफ इंडिया एंड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 391/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04.09.2017 को प्राप्त हुआ था।

[सं. एल-22012/246/2000-आईआर (सी-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2247.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 391/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and others and their workmen, received by the Central Government on 04.09.2017.

[No. L-22012/246/2000-IR (C-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 06th July, 2017

Reference: (CGITA) No. 391/2004

1. The District Manager,
Food Corporation of India,
Amruta Estate, Rajkot (Gujarat)
2. The Asset. Manager,
Food Corporation of India,
At. Than, Surendranagar (Gujarat)

3. Mr. A.M. Kathi,
H & T Contractor, Thangadh,
Surendranagar (Gujarat)
4. The Manager,
M/s San Roadlines, H & T Contractor,
Thangadh, Surendranagar (Gujarat)
5. The Manager,
M/s Vaishali Corporaton,
8-D Swetal Apartments Shahpur Bahai Centre,
Ahmedabad

...First Party

V/s

The Org. Secretary,
Gujarat Rajya Ardhasarkari Audhyogik Karamachari Sangh,
4, Alap Fats, Damubhai Colony, Opp. Anjali Cinema,
Vasna Road,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri Ashim A. Saiyad

For the Second Party : Shri R.C. Pathak

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-22012/246/2000-IR(C-II) dated 25.04.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Gujarat Rajya Ardhasarkari Audhyogik Karamachari Sangh in demanding regularisation of 153 employees as per list enclosed as regular employee of Food Corporation of India from the date of their initial appointment along with all other benefits with 18% interest and cost of litigation is justified? If so, what relief the workmen are entitled?”

1. The reference dates back to 25.04.2001. The second party submitted the statement of claim Ex. 9 on 27.05.2001 along with application of interim relief Ex. 10. The first party submitted the written statement Ex. 16 along with the vakalatpatra Ex. 15 on 09.10.2001. Since then the second party has not been leading evidence. Today on 06.07.2017, the advocate for the second party workman Shri Chintan Goyal and Shri R.C. Pathak are present. Shri Chintan Goyal orally informed that the workman has not been in his contact, Tribunal may pass appropriate order.

2. Thus, in the light of the submission of the advocate of the second party workman, the reference in the absence of the second party workman, is disposed of with the observation as under: “the demand of Gujarat Rajya Ardhasarkari Audhyogik Karamachari Sangh in demanding regularisation of 153 employees as per list enclosed as regular employee of Food Corporation of India from the date of their initial appointment along with all other benefits with 18% interest and cost of litigation is unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 18 सितम्बर, 2017

का.आ. 2248.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ संख्या 45/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.08.2017 को प्राप्त हुआ था।

[सं. एल-22012/305/2006-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 18th September, 2017

S.O. 2248.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in Annexure, in the industrial dispute between the management of M/s. E.C.L. and others and their workmen, received by the Central Government on 29.08.2017.

[No. L-22012/305/2006-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL.

PRESENT : Shri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 45 OF 2007

PARTIES :

The management of Narsamuda Project of M/s. E.C.L.

v/s

Shri Bijoy Bhattacharjee

REPRESENTATIVES :

For the Management : Shri P. K. Goswami, Learned Advocate

For the Union (Workman) : Shri R. K. Tripathi, Learned Union Representative

Industry: Coal

State : West Bengal

Dated : 16.08.2017

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter **NO. L-22012/305/2006-IR(CM-II)** dated 05.07.2007 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of management of Narsamuda Project in not regularizing Shri Bijoy Bhattacharjee as Clerk is legal and justified? If not, to what relief is the workman entitled?”

1. Having received the Order **NO. L-22012/305/2006-IR(CM-II)** dated 05.07.2007 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a Reference Case No. **45 of 2007** was registered on 18.07.2007. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative.

2. The workman Shri Bijoy Bhattacharjee has filed written statement through Union Representative. He has stated in his written statement that he is a permanent employee of the company having designation as Security Guard, U.M. No. 615498 and posted at Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited. Shri Bijoy Bhattacharjee was engaged to work in different clerical jobs like Bill section, Cash Section off and on as required by the management of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited as there is shortage of clerk. The colliery management, due to shortage of clerical staff at Narsamuda colliery under Sodepur Area of M/s. Eastern Coalfields Limited, engaged workman to work of making Daily Manpower Report, Statistical Report and Salary Bill of worker of the colliery when required by management of Narsamuda colliery under Sodepur Area of M/s. Eastern Coalfields Limited. The Manager of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited sent letter to Dy.CPM of Sodepur Area vide Letter No. NSP/C-6/1084 dated 22.03.2004 to regularize the workman as Clerk. The Senior P.O./Manager of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited initiated Note sheet No.NSP/C-6/05/90 dated 09.05.2005 for regularization of the workman concerned from

Security Guard to Clerk Grade - II keeping in view that he is working as Bill Clerk since long and considering his outstanding athletic performance in different meets like ECL, CIL, etc. The workman as well as Union Representative represented before the management for regularization of workman, but the management did not pay any heed. Since the workman has been working to the satisfaction of the superiors as Clerk, therefore he deserves regularization as Clerk Grade - II. The workman has prayed that management of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited be directed to regularize Shri Bijoy Bhattacharjee as Clerk.

3. The reference belongs to the year 2007. The Tribunal afforded many opportunities to Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited to file written statement but in spite of that the management did not care to file written statement. The Tribunal with no option left closed the opportunity of submitting written statement on 10.9.2015. The management of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited even did not file 'Vakalatnama' or Authorization of their Advocate.

4. The workman has filed the following documents:-

(i) Photocopy of the Office Order dated 25/26.02.2003, (ii) Photocopy of the Office Order having Ref. No. Pd/C-6/11/73-G/2255 dated 01.02.2011, (iii) Photocopy of the Gist of discussion between Chairman, C.I.L. and Trade Union dated 15.09.2014, (iv) Photocopy of the Cadre Scheme for Ministerial staff, (v) Photocopy of the Educational Qualification of the workman, (vi) Photocopy of the Letter No. NSP/C-6/1084 dated 20/22.03.2004, (vii) Photocopy of the Letter No. NSP/C-6-05/90 dated 09.05.2005, (viii) Photocopy of the Attendance Register of the concerned workman Shri Bijoy Bhattacharjee from 16.04.2003 to 30.06.2006 and November-2006 to October-2010.

The workman Shri Bijoy Bhattacharjee has filed affidavit in his oral evidence. Since management of concerned colliery has not authorized their Advocate or any Officer, therefore, none appeared to cross-examine the workman Shri Bijoy Bhattacharjee.

5. I have heard the argument of Shri R. K. Tripathi, the learned Union Representative on behalf of the workman Shri Bijoy Bhattacharjee.

The learned Union Representative Shri R. K. Tripathi, the learned Union Representative has argued that Shri Bijoy Bhattacharjee was deployed to work as Clerk on an authorization issued by Sr. P.O dated 26.2.2003. Since Shri Bijoy Bhattacharjee has not been regularized as clerk, therefore he preferred Industrial Dispute. During pendency of reference, the management regularized the workman as Bill Clerk, Grade - III by Office order No. Pd/C-6/11/73-G/2255 dated 01.02.2011 subject to condition that it will be effective when Shri Bijoy Bhattacharjee will withdraw his reference. He has also argued that by same Office Order other thirteen persons have been regularized in Grade-III. Since the workman has been working before 2003 in Grade -III, therefore he ought to be regularized in Grade - II.

6. The workman Shri Bijoy Bhattacharjee is a permanent employee of the company. His initial appointment is as Security Guard, U.M. No. 615498. He is posted at Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited. The Sr. Personnel Officer by Office Order dated 25/26.02.2003 has directed the concerned workman to work as Clerk with immediate effect. As per evidence of workman he has been working as Clerk since then. The workman has filed the copy of Educational Certificate from which it reveals that he has passed 'Madhyamik Pariksha' (Secondary Examination) in the year 1981 and has passed Higher Secondary Examination in the year 1983. Therefore, he possesses the necessary qualification to work as a Clerk. The copy of Cadre Scheme for Ministerial Staff of M/s. Eastern Coalfields Limited has been filed by the workman. For selection in Clerical Grade - III, the necessary qualification is Matriculation (Madhyamik) or equivalent examination from any recognized Board of examination. The workman should possess 3 (Three) years experience in company service for promotion in Clerical Grade - II. Same educational qualification is essential condition but he must have experience of three years in Clerical Grade - III. As per letter dated 25/26.02.2003 of Sr. Personnel Officer of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited he has been working in Clerical Cadre from 2003. As per Cadre Scheme he will be eligible for appointment in Clerical Grade - II after 26.02.2006. But the Manager of Sodepur Area of M/s. Eastern Coalfields Limited by his Office Order regularized Shri Bijoy Bhattacharjee as Bill Clerk in Grade- III with effect from 07.01.2011. Even the Manager of Sodepur Area has not implemented his own order. The concerned workman has been directed to be regularized after withdrawal of reference pending in this Tribunal. This condition is contrary to law. Since the workman has been working from February, 2003 in clerical Grade - III cadre, then from March, 2006 he will be eligible for promotion in Clerical Grade - II as per Cadre Scheme of Ministerial Staff of M/s. Eastern Coalfields Limited.

7. The action of management of Narsamuda Colliery under Sodepur Area of M/s. Eastern Coalfields Limited in not regularizing Shri Bijoy Bhattacharjee as Clerk is illegal and unjustified. The workman is entitled to be regularized in Clerk, Grade - II from March, 2006.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2249.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार फूड कारपोरेशन ऑफ इंडिया एंड अदर्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 19/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21.08.2017 को प्राप्त हुआ था।

[सं. एल-22012/250/2007-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2249.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of M/s. Food Corporation of India and others and their workmen, received by the Central Government on 21.08.2017.

[No. L-22012/250/2007-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BHUBANESWAR****Present :**

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 19/2008

Date of Passing Award – 11th July, 2017

Between :

1. The General Manager,
Food Corporation of India,
Khadya Bhawan, Vani Vihar, Bhubaneswar,
Orissa.
2. The Area Manager,
Food Corporation of India, Jeypore,
Dist. Koraput, Orissa.

...1st Party-Managements.

(And)

The Joint Secretary,
Food Corporation of India Workers Union,
58/1, Diamond Harbour Road, Kolkatta – 700 023.

...2nd Party-Union.

Appearances :

M/s. B.K. Mohanty, Advocate	...	For the 1 st Party-Managements
Shri B. Mohapatra, Vice President, FCI Workers Union.	...	For the 2 nd Party- Union

AWARD

The award is directed against a reference made by the Government of India, in the Ministry of Labour vide its letter No. L-22012/250/2007 – IR(CM-II), dated 09.05.2008 in exercising its jurisdiction under section 10 of the I.D. Act (herein-after referred to as “the Act”) for adjudication of a dispute between Food Corporation of India and its Workers Union and the schedule of the reference is here-under:-

“Whether the action of the Management of Food Corporation of India in changing the name of shri Rama Kristo Bhoi as Shri Ram Kristo resulting in denial of wages to him is legal and justified? To what relief is the workman concerned entitled?”

2. The factual matrix giving rise to the dispute is that one Rama Kristo Bhoi son of Shri Sridhar Bhoi, Village-Fatepur, P.S. Tihidi, Dist. Bhadrak is working as a Handling labour in the Depot of the Managements at Rayagada. He is stated to be an illiterate person and while entering into the service of the Management on 15.6.1997 he submitted a Bio Data form mentioning his name and address. He got the Bio Data form filled up by a literate person and he affixed his left thumb impression (L.T.I.) on the form and presented before his employer. Inadvertently his name was described as “Rama Kristo” instead of “Rama Kristo Bhoi”. However, his service book was opened in the name of Rama Kristo Bhoi and in all official records his name was recorded as Rama Kristo Bhoi. The above name was communicated to other concerned authorities including the C.P.F. Board of Trust and Provident Fund Authorities. The wage of the said workman was being paid by account payee cheques and as such he opened a Bank Account recording his name as “Rama Kristo Bhoi”. Cheques were issued in the said name towards his wages from time to time and the above name was accepted by the Management from the date of his entry into the service i.e. in the year 1997 till June, 2005. But, from July, 2005 onwards the Management issued the cheques in the name of Rama Kristo. The workman refused to accept the said cheque for his wages as his S.B. Account was in the name of Rama Kristo Bhoi. It is the assertion of the 2nd party-Union that the workman is recorded in the name of “Rama Kristo Bhoi” in all registers and official documents and there was no occasion on the part of the Managements to modify his name in official transaction. The decision taken by the Managements to change the recorded name of the workman was an unilateral one as a result of which he was denied monthly wages as the cheques issued in the name of “Rama Kristo” was not encashed. Hence, the workman raised a dispute through the 2nd party-Union before the Asst. Labour Commissioner (Central) which culminates the present reference.

3. The Managements have contested the claim taking a stand that the workman had entered into the service by disclosing his name as Rama Kristo son of Sridhar Bhoi of Village Fatepur, P.s. Tihidi, Dist. Bhadrak in the Bio Data Form submitted by him. The surname “Bhoi” was inadvertently added in the service record of the workman as he submitted application in the name of “Rama Kristo Bhoi” for other purposes including for a PAN Card and for opening of a Bank Account. When the discrepancy was detected, an enquiry was held by the Collector. It is alleged by the Management that during the enquiry it was detected that the workman entered into the service by committing impersonation as the enquiry revealed that Shri Sridhar Bhoi of village Fatepur has no son either in the name of “Rama Kristo” or “Rama Kristo Bhoi”. According to the Management the workman managed to enter his name as “Rama Kristo Bhoi” in all official records when he was transferred from F.S.D. Nawarangpur to F.S.D. Rayagada in the year 1999. After detection of the above manipulation in official records by the workman, the Management made an enquiry and found that the workman though disclosed his name “Rama Kristo” in the Bio Data form, he managed to make entries in other official records as Rama Kristo Bhoi. Since the workman entered into the service by committing impersonation and fraud an FIR was lodged and investigation was taken up by the CBI. It is the claim of the Management that the investigation is pending and it has not committed any illegality or irregularity by issuing cheques in the name of Rama Kristo towards the wages of the workman. Thus, there being no industrial dispute the reference needs no judicial adjudication and the claim of the disputant shall be out-rightly rejected.

4. On the aforesaid pleadings of the parties the following issues are framed for just and proper adjudication of the reference.

ISSUES

1. Whether the action of the Management of Food Corporation of India in changing the name of Shri Rama Kristo Bhoi as Rama Kristo resulting the denial of wages to him as legal and justified?
2. To what relief is the workman concerned entitled?

5. The oral and documentary evidence have been led by the parties to substantiate their respective stands. The Union has examined the disputant workman and filed documents like xerox copy of filled in Bio Data Form, xerox copy of I-Card issued by the Management, xerox copy of the PAN Card, copy of the wage book of the Management, copy of the O.F. Account showing his name, copy of his savings Bank pass book, copy of I-Card issued by the Management, copy of cheque dated 6.8.2005 issued to him, copy of same cheque where name is again corrected, copy of representation dated 6.2.2007, copy of some representations given to the management on different dates, copy of

certificate issued by village Sarpanch to him, copy of certificate issued by Tihidi Block Samiti Sabhya to him, certificate issued by the ward member to him, copy of the certificate issued by the Revenue Inspector, copy of the affidavit by his father, copy of the affidavit made by him, copy of the pay slips issued by the Management, copy of booking-cum-out-slip issued by the Management, copy of the application made by him to R.L.C.(C) for change of name in C.P.F. record, copy of transfer order issued by the management to him, copy of birth certificate issued to him and copy of the residential-cum-nativity certificate issued by the Tahasildar which are marked as Ext.- 1 to Ext.- 26 in support of its statement of claim whereas, the Management has examined its area Manager Jaypore, and Manager, FCI Depot of F.S.D. Nawangapur and filed xerox copy of the investigation of the CBI dated 3.5.2005, xerox copy of the Bio Data of the disputant, xerox copy of the report of the Collector, Bhadrak, xerox copy of the correspondence received from the FCI Zonal Office Kolkatta rectifying the name in the C.P.F. Account marked as Ext.-A to Ext.-D to refute the allegation raised by the disputant workman.

FINDINGS

6. All the issues are taken up together for the sake of convenience.

From the pleadings of the parties it is crystal clear that the dispute relates to payment of wages to the disputant workman through cheques drawn in favour of Rama Kristo, though the workman is known and recorded as Rama Kristo Bhoi for all purposes in the official records. It seems that the Management is not prepared to accept the identity of the workman as Rama Kristo Bhoi on account of he being named as Rama Kristo in his Bio Data application when he entered into the service and an enquiry conducted through the office of the Collector, Bhadrak revealed that Sridhar Bhoi, Village Fatepur, Ps. Tihidi, Dist. Bhadrak, who is named as father of the disputant workman in the Bio Data form, had no son in the name of Rama Kristo. Evidence has also been led by the Management and report of the Revenue Inspector of Kolha has been exhibited to establish that Sridhar Bhoi had four sons namely Ramakristo Bhoi, Sarat Kumar Bhoi, Rajendra Kumar Bhoi, & Ranjan Kumar Bhoi and Rama Kristo and Bipin Kumar Bhoi are not the same person. It is the claim of the Management that the disputant workman entered into the service by committing impersonation and as the matter is under investigation by the CBI, the Management has not committed any wrong or illegality in issuing cheques in favour of Rama Kristo towards his monthly wages.

7. It is elicited from the witness of the Management that he was not aware of the result of the criminal investigation. There is no material before the Tribunal to establish that the disputant workman is ever charge-sheeted either by the police or by the CBI for entering into the service by an impersonation or fraud. He is not also held guilty for such alleged impersonation or fraud while entering into the service. From the pleadings and evidence of the parties it is crystal clear that the disputant workman was performing his work as a handling labourer and as such, he is legally and genuinely entitled to receive wages for doing handling work irrespective of he being identified either Rama Kristo or Rama Kristo Bhoi. Though the Managements have asserted and adduced evidence to establish their claim that the disputant made his entry into the service by disclosing Rama Kristo in his Bio Data and he was known in the said name for all official purposes till he was transferred from Nawarangpur to F.S.D. to Rayagada F.S.D. no documents except Xerox copy of the Bio Data Form allegedly submitted by the disputant workman have been produced by the Managements in support of their claim. On a close scrutiny of the said form which is marked as Ext.-1 it is found that there are two separate heads for the purpose of the identity of the applicant. In one head the applicant is required to disclose his first name and in the second space/head he is required to mention his surname. It is found that the surname head remains blank whereas, Rama Kristo is mentioned against the first head/space meant for name. Further, in the Bio Data Form the disputant disclosed his father's name as Sridhar Bhoi of Village, Fatepur, Ps. Tihidi, Dist. Bhadrak. The permanent address of the disputant workman and the village of Sridhar Bhoi are found to be identical. Most of the exhibits relied upon by the disputant workman are official records/documents of the Management wherein the disputant workman is shown as Rama Kristo Bhoi. Out of those exhibits Ext.-4, Ext.-5 Ext.-6 related to the period of his posting at Nawarangpur/Jaypore. It is emerging from the evidence of the parties that the disputant workman is identified as Rama Kristo Bhoi in his service book. There is also no serious dispute to the claim of the disputant workman that he has been identified as Rama Kristo Bhoi in the C.P.F. Board of Trust and Provident Fund Accounts. In the above back-drops it cannot be ruled out that the disputant workman had inadvertently left the surname head of the Bio Data Form blank. When the investigation on the allegation of impersonation and fraud allegedly committed by the disputant workman is yet to be completed and he is yet to be held guilty by a Court of law for committing such fraud or impersonation, it is premature to say that the disputant workman entered into the service by committing any fraud or impersonation. He is not also removed from the service having been found by any departmental enquiry that he entered into service by manipulating official records or by impersonating his name. If any anomaly is found in the official records with regard to the name and identity of the disputant workman he could have been asked to give an undertaking or sworn affidavit that he is Rama Kristo Bhoi and his surname has not been mentioned inadvertently in the Bio Data Form submitted by him. When the workman is said to have performed his job/duty, his wages is supposed to have been paid to him. There is no dispute from the side of the Management that the disputant workman whether he is known as Rama Kristo or Rama Kristo Bhoi had performed his duties and as such he is required to be paid wages. Making payment of wages through a cheque drawn in a name other than the name of the disputant workman in which he is

officially recognized would amount to denial of wage/wages to him. When the disputant workman is known as Rama Kristo Bhoi in all papers of the Management except in the Bio Data Form where the surname head remains blank, the Management cannot be said justified in making payment of wages of the disputant workman in shape of cheque or draft drawn in favour of Rama Kristo.

8. Therefore, for the reasons mentioned above, the action of the Management of Food Corporation of India in changing the name of the disputant workman Shri Rama Kristo Bhoi as Rama Kristo and making payment of his wages through cheques drawn in favour of Rama Kristo cannot be held legal and justified.

9. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2250.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एअर इण्डिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुंबई के पंचाट (संदर्भ संख्या 31/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.09.2017 को प्राप्त हुआ था।

[सं. एल-11012/123/1999-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2250.— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of M/s. Air India Ltd. and their workmen, received by the Central Government on 03.09.2017.

[No. L-11012/123/1999-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/31 of 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

AIR INDIA LIMITED

The Managing Director
Air India Ltd.
Air India Building
Nariman Point
Mumbai-400021.

AND

THEIR WORKMAN

Mr. D.N. Vinjuda
B-18, Mahalaxmi
B.N. Rathod Marg
Tulsiwadi
Mumbai 400 034.

APPEARANCES :

FOR THE EMPLOYER : Mr. L.L. D'Souza, Representative

FOR THE WORKMAN : In person

Mumbai, dated the 12th May, 2017

AWARD PART-II

1. The Government of India, Ministry of Labour & Employment by its Order No.L-11012/123/99 -IR (C-I) dated 07/03/2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Air India Ltd., Mumbai in dismissing the services of Mr. D.N.Winjuda, Sr. Handyman w.e.f. 11.12.1997 is legal and justified? If not to what relief is the workman concerned entitled?”

2. After receipt of the reference notices were issued to both the parties. In response to the notice the second party workman filed his statement of claim at Ex-9. According to the workman he is permanent employee of the first party recruited on 12/10/1982 as a Sweeper, Inflight Service Department, Mumbai. In 1990 he was promoted as Sr. Handyman (Safai) and was confirmed in the post. On 27/10/1993 he had gone to Dubai as a passenger by purchasing regular ticket to purchase a colour TV and clothes. After three days he returned back. He collected the amount by encashing his savings certificate and pledging ornaments of his wife and some amount out of his savings. He returned on 31/10/1993. He paid customs duty on the goods he had imported. Same day evening at about 6.00 p.m. some officers from AIU came to his house and started questioning him. They became violent and started assaulting him in presence of wife and children. They then took him to the customs office and obtained his signature on the documents. They had also brought Mr. Solanki with them. They had taken search of his house. Nil *Panchnama* was prepared. They had obtained signature of his wife without reading the contents. Nothing was recovered from his house. However they have falsely shown that some gold bars were found in the cupboard. Three days thereafter the workman was arrested under some false charges. The workman was put under suspension by order dt.12/11/1993 with immediate effect. A charge sheet was issued to him dated 23/02/1994 alleging that during search in presence of Mr. L.R. Solanki, 92 gold bars of different makings were found in the locker of steel cupboard. It was alleged that the workman had concealed the gold bars in comode of first class and was charged for misconduct for breach of law, dishonesty with employers business and for act of subversive of discipline. He requested the first party not to initiate inquiry until he received the copies of the papers from Customs Department. However his request was turned down.

3. According to him the joint inquiry was commenced against he himself, Shri Godambe, Assistant Cabin Supervisor, and Shri L.R. Solanki, Handyman. He filed his reply. However he kept his right open to file a detailed reply after receipt of papers from Customs Office. The committee refused to bring the *panch* witnesses Mr. Shrivatsan Iyengar and Surendra Chouhan and bring as their own witnesses. E.C. under the guise of clarification helped the management story by knocking out favourable answers from the witnesses. According to him Mr. Solanki and he told before the Inquiry Committee that the *panchnama* was prepared in the office and no gold bar was recovered from his house. He has not brought any gold from Dubai and no gold was recovered from house. There was no first class toilet in the airbus he had travelled. There was no report of contraband rules in aircraft. The inquiry conducted was an empty formality. It was not conducted as per the rules and regulations. The inquiry was not conducted with open mind and EC sought clarification from the witnesses before cross examination. The *panchnama* is a fabricated document. There is violation of natural justice in conducting the inquiry. The findings of the Inquiry officer are perverse. There is no evidence that the gold bars were found in the house of the workman. The inquiry is not fair and proper and findings of the IO are perverse. On the basis of report of IO the workman was dismissed from service. Therefore workman has raised the industrial dispute before ALC (C). As conciliation failed, on the basis of the report of ALC(C), the Labour Ministry has sent the reference to this Tribunal. The workman therefore prays that the inquiry be declared not fair and proper. The findings of the IO be declared perverse. His punishment of termination be set aside and he be directed to be reinstated in service with full back wages.

4. The first party resisted the statement of claim of the workman vide its Written statement at Ex-11. According to them the Customs Intelligence Officers with search warrant, took search of residence of the workman in presence of two *panchas*. During search, in the cupboard locker the customs officers recovered two cloth bundles. On examination thereof they found 92 gold bars of 10 *tolas* each weighing totally 10,727.2 grams valued at Rs.38,56,421/- in international monetary value and Rs. 48,70,140/- in local monetary value. The gold was seized under *panchnama*. The workman confessed to have given the gold bars by Shri L.R. Solanki and Mr. S.V. Godambe working in the catering/cabin service of the Airline. The workman has travelled as passenger and smuggled the gold into India. Therefore he was arrested alongwith others and apart from criminal case, departmental inquiry was initiated against them. The workman was allowed to represent by defence counsel of his choice. He was given full and fair opportunity to defend his case. He was also offered an opportunity to lead evidence in his defence. The committee found the workman guilty of all the charges leveled against him as they were based on evidence adduced by the Inquiry Committee. The punishment is proportionate to the misconduct which is grave and sensitive in nature. According to them the contents in the statement of claim are false. The reference is devoid of merit. They denied all the allegations

in the statement of claim and submitted that the workman is not entitled to any relief prayed for and therefore prays that the reference be dismissed with cost.

5. The workman filed his rejoinder at Ex-12. He denied the contents in the written statement and reiterated his case put up in the statement of claim.

6. This Tribunal has passed Award Part – I on 15.07.2013 and held that the domestic enquiry held against the workman was as per principles of natural justice and the findings of the Inquiry officer are not perverse. This tribunal therefore directed the parties to argue / lead evidence on the point of quantum of punishment.

7. Second Party Workman did not adduce any evidence on the issues relating to quantum of punishment and therefore his evidence was closed. First Party Company has not also adduced evidence. Second Party Workman has not submitted any written notes of arguments. First Party Company has filed written notes of arguments Ex.41.

8. In view of that, the following are the issues for my determination and I have recorded my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1.	Whether the action of the management of Air India Ltd., Mumbai in dismissing the services of Mr. D.N. Winjuda w.e.f. 11.12.1997 is legal and justified ?	Yes
2.	If not, what relief the workman is entitled to ?	No
3.	What order ?	As per final order

REASONS

Issue No. 1 :

9. It appears that the second party workman joined the services as a Sweeper in the Inflight Service Department w.e.f. 12.10.1982. Thereafter he was employed as Senior Handyman. Enquiry was conducted on the allegations that during the search made by the Customs Intelligence Officers at the residence of second party workman on 31.10.1993 the Customs officers recovered two cloth bundles containing 92 rectangular shaped gold bars of ten tolas each weighing totally 10,727.2 grams valued at Rs.38.56 lakhs in the international market and Rs.43.70 lakhs in the local markets. From the observations of this tribunal in Award Part – I, the fact is deposed before the Inquiry officer by the witnesses examined before the Inquiry officer. The Commissioner of Customs, Sahar Airport has also confiscated 92 gold bars worth Rs.38,56,421/- under section 3 (d) (1) of Customs Act, 1962. Commissioner of Customs also imposed penalty of Rs.3 lakhs to each Shri L.R. Solanki, Shri S.V. Godambe and the workman under section 112A & B of the Customs Act. Statement of the concerned workman was recorded before the Customs officials under section 108 which is admissible even in criminal trials so also the departmental proceedings in which they admitted the charge of smuggling. As such it is held that the findings of the Inquiry officer are based on evidence.

10. Section 11 of the I.D. Act, 1947 has granted powers to the tribunal to interfere with the punishment imposed by employer if the tribunal is satisfied on the point that the punishment is not justified. But then the tribunal can interfere with the decision of the management under section 11A of the act only when it is satisfied with the punishment imposed by the management is wholly disproportionate to the degree of guilt of the concerned workman. In the decision in case of Life Insurance Corporation of India V/s. Dhandapani, AIR 2006 (SC 615) it is held that the said power of the tribunal under section 11A of the act has to be exercised judiciously and mere use of the word “disproportionate” or “grossly disproportionate” will not be sufficient. Though under Section 11 A the Tribunal has power to reduce the quantum of punishment. It is to be done within the parameters of law. Possession of power itself is not sufficient. It has to be exercised in accordance with law. In view of this legal position it is to be seen whether punishment imposed by the employer is wholly disproportionate to the degree of guilt of the concerned workman or not?

11. Second party workman was held guilty after due enquiry of the following charges.

- a) Breach of law applicable to the establishment
 - b) Dishonesty in connection with the employer's business
- and,
- c) Act subversive of discipline.

12. The acts of misconduct as alleged is proved against the second party workman for which he was also imposed the penalty of Rs.3 lakhs by the competent authority under the Customs Act. It cannot be treated as misconduct of minor or a technical nature. The said misconduct is grave and serious misconduct.

13. I say so because the act of smuggling from the aircrafts belonging to the first party company is serious misconduct and it is also an offence against the state. The disciplinary authority in its order of punishment dated 17.10.1997 has observed as under:

“The misconduct for which Mr. Vinjuda has been proved guilty by the enquiry committee is a extremely serious misconduct. The workman is working in the Catering Cabin Services Section, Mumbai Station, which is a very sensitive area having direct access to runways, tarmacs, aircrafts, etc. By indulging in the act of smuggling, which has been proved beyond doubts, the workman has lost confidence of the Management for employment for the said job. The workman has also not brought out any mitigating or extenuating circumstances which would warrant a lesser punishment in his reply dated March 04, 1997.

In view of the above, I hereby award him the punishment of dismissal from services of the Company in accordance with clause 14 (4) (c) of the Model Standing Orders (C).”

14. In view of that it can be said that the disciplinary authority while imposing punishment of dismissal of the concerned workman has considered the aspect as regards the grave misconduct of the concerned workman. Even it has been considered that the workman has not brought out any mitigating or extenuating circumstances which would warrant lesser punishment. Herein in the instant reference also the concerned workman has not adduced his evidence point of quantum of punishment to show the mitigating circumstances.

15. In view of that I find that the punishment imposed on the second party workman of dismissal from services is just and proper and the same does not warrant any interference under Section 11 A of the I.D. Act. I find that the action of the management in dismissing the services of the concerned workman is legal and justified. This issued is therefore answered accordingly.

Issues Nos. 2 & 3 :

16. In view of my findings to Issue No.1, the workman is not entitled to any relief. Reference is liable to be rejected. Thus the order:

ORDER

The Reference is rejected with no order as to costs.

Date: 12.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2251.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स टिस्को लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 81/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/312/1995-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2251.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 81 of 1996) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. TISCO Ltd. and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/312/1995-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 81/1996

Employer in relation to the management of M/s. TISCO Ltd.

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 16/08/2017

AWARD

By order No. L-20012/312/1995-IR(C-I) dated 7/14.10.1996 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. TISCO Ltd. in placing Shri Islam, Welder Helper, 6 & 7 Pits Colliery under suspension for 10 days as a penalty is justified? If not, to what relief is the said workman entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2252.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 02/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/141/2015-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2252.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 02 of 2016) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/141/2015-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 02 of 2016

Employer in relation to the management of E.J. Area of M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate
For the workman : Shri M.N. Rewani, Advocate

State : Jharkhand

Industry : Coal

Dated- 17/08/2017

AWARD

By order No.-L-20012/141/2015/ IR-(CM-I), dated. 23/12/2015 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act.1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Bhowra (North) U.G mines of M/s. BCCL in dismissing Sri Nungin Manjhi Ex-Miner Loader, Pers. No. 03024858 from the services of the company vide order No. PS (N) UG Mines/05/955 dated 24/26.08.2005 is fair and justified? To what relief the concerned workman is entitled to?”

2. The case is received from the Ministry of Labour on 04.01.2016. After receipt of reference, both parties are noticed. The Sponsoring Union files their written statement on 31.05.2016. The management files their written statement-cum-rejoinder on 02.03.2017. Thereafter rejoinder filed by the workman. The point involved in the reference is that the workman has been dismissed from his services.
3. During preliminary hearing of this case, domestic enquiry held by the management is accepted by the Sponsoring Union/workman as Fair & Proper .
4. The point involved in the reference is that the workman has been dismissed from his services on the ground of long absence. But he has already out of service for 12 years. It is felt to give another chance to the workman to serve.
5. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee in Cat-1 subject to identification. But the workman be kept under probation for a period two year. Therefore the question of back wages does not arise at all.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2253.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 26/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/45/2008-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2253.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 26 of 2008) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/45/2008-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 26 of 2008

Employer in relation to the management of Katras Area of M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer**Appearances:**

For the Employers : Shri D.K. Verma, Advocate

For the workman : Shri Pintu Mondal, Rep.

State : Jharkhand

Industry : Coal

Dated- 16/08/2017

AWARD

By order No.-L-20012/45/2008-IR (CM-I), dated. 28/05/2008 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of East Katras Colliery of M/s. BCCL in dismissing Sri Birju Bhuia M/Loader from the services of the company w.e.f. 10/11/1999 is justified? To what relief is the concerned workman entitled ?”

2. The case is received from the Ministry of Labour on 02.06.2008. After receipt of reference, both parties are noticed. But after long delay the Sponsoring Union files their written statement on 26.11.2013. The management files their written statement-cum-rejoinder on 04.04.2014. Thereafter documents filed by both side. The point involved in the reference is that the workman has been dismissed from his services.

3. During preliminary hearing of this case, domestic enquiry held by the management is accepted by the Sponsoring Union/workman as Fair & Proper .

4. The point involved in the reference is that the workman has been dismissed from his services on the ground of long absence. But he has already out of service for 18 years. It is felt to give another chance to the workman to serve.

5. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee in Cat-1 subject to identification and medical fitness. But the workman be kept under probation for a period two year. Therefore the question of back wages does not arise at all.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2254.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 39/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/396/1993-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2254.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 39 of 1994) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. CCL and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/396/1993-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 39/1994

Employer in relation to the management of Giddi Washery of M/s. CC Ltd.

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 16/08/2017

AWARD

By order No. L-20012/396/1993-IR(C-I) dated 02/03/1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s C.C. Ltd. in not regularizing the services of Shri Sita Ram Mahto of Gidi Washery as per the memorandum of settlement arrived at between the management of Central Coalfields Ltd., Gidi washery and workman presented by Rashtriya Koyala Mazdoor Sangh in a conciliation meeting held on 09/04/1982 is justified? If not, to what relief is the concerned workman entitled to?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 42/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/19/2014-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 42 of 2014) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/19/2014-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 42/2014

Employer in relation to the management of Barora Area of M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri Ganesh Prasad, Advocate

For the workman : Shri Vijay Kumar, Advocate

State : Jharkhand

Industry : Coal

Dated- 17/08/2017

AWARD

By order no . L- 20012/19/2014-IR (C-I) dated 28/04/2014, the Central Government in the Ministry of Labour has in exercise of the power conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act , 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“Whether the action of the management of Madhuban Colliery of M/S BCCL in premature retiring Sri Babua Mahato, Mason from the services of the company w.e.f. 28.02.2006 i.e. before five months from the date of his actual retirement is fair and justified? To what relief the concerned workmen entitled to ?”

2. The case is received from Ministry of Labour on 12.05.2014. The workman files written statement on 08.10.2014 and the management files their written statement on 03.06.2015. One witness examined on behalf of the management but no witness examined on behalf of the workman. Documents of the management marked as M-1 to M-3 and documents of workman marked as W-1 to W-4.

3. The case of the workman is that the concerned workman Babua Mahto joined his service on 11/07/1972 in Madhuban Colliery, Under Barora Area No.1 M/S BCCL continued in his service without any break, and his date of birth is 15/07/1946.

4. It is further submitted by the workman that in all the statutory records of the Madhuban Colliery including form “B” register, Identity Card, and service excerpt, the date of birth of the concerned workman is 15.07.1946 which are in the custody of management of Madhuban Colliery and accordingly his normal date of Superannuation was on 31.07.2006 but the concerned workman was arbitrarily, unreasonably and illegally retired by the management five months prior to his normal superannuation i.e. on 28.02.2006 .

5. It is also submitted that Babua Mahto concerned workman that he was superannuated on 28.02.2006 from his service by the management vide letter No. MC/PD/Superannuation/2489/05 dated 22/24.09.2005 which amounts to premature retirement from his services.

6. The concerned workman had given several representation to the management against his pre-mature superannuation from his service but no action taken by the management.Hence Industrial dispute arose.

7. On the other hand the case of the management is that the concerned workman raised dispute for correction of the date of retirement after 9 years. As per the record of the company the date of appointment of Babua Mahto is 11.07.1972 and the date of birth has been recorded as 15.02.46 in form “B” Register of Madhuban colliery.

8. It is further submitted by the management that in NEIS record, the date of birth of the workman has been mentioned as 15.02.1946, and in the year 1987 the concerned workman was supplied service excerpt containing their service particulars recorded in service file including the date of birth but the concerned workman returned back the said service excerpt acknowledging the date of birth recorded therein by putting his signature (LTI) at the overleaf of the service excerpt.

9. The concerned workman has not raised any dispute about his date of birth recorded in service excerpt and put his signature as token or acceptance in service excerpt, and he already withdrawn his retrial benefits after his superannuation without raising any objection. Accordingly the workman concerned has retired from service on completion of 60 years w.e.f 15.02.2006 but as per policy of company he retired on 28.02.2006.

10. The short point to be decided that whether the workman was retired prior to 5 months prior to his actual retirement. Though allegations and counter, allegations in shape of written statement and rejoinder are there. The important aspect is the deposition i.e Cross examination of the management witness which is quoted below:-

“ I have no personal knowledge regarding the case and I am deposing on the basis of record. The DOB as per record is 15.02.1946, The digit “2” has been overwritten. Service excerpt the month is 7th July. In I.D Card the DOB 15.07.46 which has been issued by management.

It is not a fact that I am deposing falsehood . Form “B’ No. 1197 In service excerpt form B No. 1197.”

11. From the above deposition and the form ‘B’ register it appears that the workman is to retire, five months after his actual retirement. The Form “B” register marked as W-3 is the old and official document which is filed by the workman as original in which the digit 7 is not overwritten. But as per document of management marked as M-1 & M-2 , on close scrutiny it is found that in both document there is overwritten on digit “2” on date of birth it is seen that it is tampered by the official of management .There is grave deviation to that due to the latches of the official of management.

12. On perusal of all documents it is found that I.D card marked as Ext-W-4 Service excerpt marked as W-3 and Ext M-1 all are in Sl. No. i.e 1197 is matched, and it is also seen that in Ext M-1, Sl No. 1197 the date of birth of Babua mahto is tempered. In cross examination MW-1 admitted that serial No. of both document is 1197. Hence it is clear that management documents is tempered.

13. Considering the facts and circumstances of the case, I hold that the action of the management of Madhuban Colliery of M/S BCCL in prematurely retiring Sri Babua Mahato, Mason from the services of the company w.e.f 28.02.2006 i.e before five months from the date of his actual retirement is not fair and justified Therefore the workman be given his full wages for 5 months and other retirement benefits at once and the amount be recovered from the officials involved in the mischief and other officers who acted upon the tempered documents.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 19 सितम्बर, 2017

का.आ. 2256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 79/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2017 को प्राप्त हुआ था।

[सं. एल-20012/260/1995-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 19th September, 2017

S.O. 2256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 79 of 1996) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 06.09.2017.

[No. L-20012/260/1995-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference: No. 79/1996

Employer in relation to the management of Sudamdih Area of M/s. BCCL

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 14/08/2017

AWARD

By order No. L-20012/260/1995-IR(C-I) dated 26/09/1996, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand by the Union that Sh. Srichand kumar was denied. The benefit of the employment by management of Sudamdih Area of M/s. BCCL though his co-workers were provided employment as per the Award of the C.G.I.T. is justified? if so, to what relief is Shri Srichand Kumar entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 4/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 4/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding Officer

Dated : the 10th day of July, 2017

INDUSTRIAL DISPUTE L.C. No. 4/2012**Between :**

Sri More Chandra Mouli,
S/o More Durgaiah,
R/o H.No.DA-1464, 3 Incline,
Ramavaram, Kothagudem Mandal,
Khammam District

...Petitioner

AND

1. The Chairman and Managing Director,
M/s. Singareni Collieries Company Ltd.,
Head Office at Kothagudem
Khammam District.
2. The Deputy General Manager,
M/s. Singareni Collieries Company Ltd.,
VK-7 Incline,
Kothagudem, Khammam District

...Respondents

Appearances :

For the Petitioner : M/s. Venkateshwar Varanasi, M.V.L. Narasaiah & Macharal Manohar, Advocates
For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri More Chandra Mouli, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., and it was registered in this Tribunal as LC No. 4/2012 and notices were issued to the Respondents.

2. Petitioner filed the present case seeking for declaring the action on the part of the Respondents in dismissing the services of the Petitioner vide order dated 1.9.2011 as illegal, arbitrary and contrary to the provisions of law and consequentially directing the Respondents to reinstate the Petitioner into service with full back wages, continuity of service and all other benefits.

3. The Respondents entered their appearance and filed counter.

4. While the case was posted for Petitioner's evidence, the Petitioner remained absent. Several opportunities were given to the Petitioner to adduce evidence, but the Petitioner failed to avail such opportunities which clearly indicates that perhaps the dispute of the Petitioner has already been settled and the Petitioner has got nothing to raise any claim. Hence, the case is closed and 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 10th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 9/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 9/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated : the 10th day of July, 2017**INDUSTRIAL DISPUTE L.C. No. 9/2009****Between :**

Sri Durgam Guruvaiah,
S/o Posham,
R/o H.No.8-6-429, Bhagathsingh Nagar,
Godavarikhani, Karimnagar District

...Petitioner

AND

1. The Chief General Manager,
M/s. Singareni Collieries Company Ltd.,
RG-I Area, Godavarikhani,
Karimnagar District.
2. The Colliery Manager,
M/s. Singareni Collieries Company Ltd.,
GDK I & 3 Incline, Godavarikhani,
Karimnagar District

...Respondents

Appearances :

For the Petitioner : M/s. Venkateshwar Varanasi & G. Ravi, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri Durgam Guruvaiah, the Petitioner has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., and it was registered in this Tribunal as LC No. 9/2009 and notices were issued to the Respondents.

2. Petitioner filed the present case seeking for declaring the action on the part of the Respondents in terminating the service of the Petitioner vide order dated 20.10.2008 as illegal, arbitrary and contrary to the provisions of law and consequentially directing the Respondents to reinstate the Petitioner into service with full back wages, continuity of service and all other benefits.

3. The Respondents entered their appearance and filed counter.
4. This Tribunal held the domestic enquiry conducted in this case as legal and valid vide order dated 18.4.2017 as none challenged the same. While the case was posted for arguments under Sec.11(A), the Petitioner remained absent. Several opportunities were given to the Petitioner to advance argument, but the Petitioner failed to avail such opportunities which clearly indicates that perhaps the dispute of the Petitioner has already been settled and the Petitioner has got nothing to raise any claim. Hence, 'No Dispute' award is passed.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 10th day of July, 2017

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 28/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 28/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated : the 12th day of July, 2017

INDUSTRIAL DISPUTE L.C. No. 28/2009

Between :

Sri Parvathi Sridhar,
S/o Sathaiah,
C/o Smt. A. Sarojana,
Advocate, Flat No.G7,
Rajeshwari Gayatri Sadan,

Opp: Badruka Jr. College for Girls,
Kachiguda, Hyderabad

...Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Kasipeta Mine, Mandamarri,
Adilabad District.
2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
Kasipeta Mine, Mandamarri,
Adilabad District

...Respondents

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Laxmi Panguluri, Advocates

AWARD

Sri Parvathi Sridhar who worked as Badli Filler (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for declaring the proceeding No. MMR/PER/D/072/08/6368 dated 16.12.2008 issued by Respondent No.1 as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition in brief are as follows:

The Petitioner was appointed as badli filler on 13.1.2007. But during the year 2007, the Petitioner's mother suffered illness, for which the Petitioner remained absent as he was compelled to accompany his mother to various hospitals for better medication. While the matters stood thus, one charge sheet dated 10.1.2008 was issued to the Petitioner by the Respondents alleging that the Petitioner absented from duty during the year 2007, which amounts to misconduct under company's Standing Order No.25.25. Subsequently, one inquiry was conducted and during the time of the enquiry, the Petitioner was not given any opportunity much less valid in nature to put forth his grievances. Basing on such lopsided enquiry, the Enquiry Officer held the charges as proved and basing on the erroneous findings of the Enquiry Officer, the Petitioner was dismissed from service vide order No. MMR/PER/D/072/08/6368 dated 16.12.2008. It is stated that during the course of the enquiry the Petitioner has categorically stated, his inability to perform his duties regularly during the year 2007, was only on account of his mother's ill-health and other family problems. But without considering any of his submissions, the Petitioner was dismissed from service. It is also stated that the action of the Respondents management in dismissing the Petitioner from service is wholly illegal, arbitrary, violative of the principles of natural justice. The Petitioner approached the Respondents to consider his case sympathetically, but the management did not pay any heed to it. Therefore, the Petitioner was constrained to approach this Tribunal to declare the impugned order No. MMR/PER/D/072/08/6368 dated 16.12.2008 issued by the Respondents is illegal and arbitrary and to set aside the same and consequently to direct the Respondents to reinstate the Petitioner into service duly granting all other attendant benefits such as continuity of service, back wages etc..

3. The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

In the counter the Respondents while admitting some of the factual aspects to be true, stated that the Petitioner was appointed in the Respondents' company on 10.1.2007 and after a few months he become irregular to his duties. He was dismissed from service on proved charges of absenteeism, after conducting a detailed domestic enquiry duly following the principles of natural justice. The Petitioner has attended the enquiry fixed and had fully participated in the enquiry. He was given full, fair and reasonable opportunity to defend himself in the enquiry. The enquiry was conducted purely following the principles of natural justice. It is stated that basing on the evidence adduced before the Enquiry Officer, the Enquiry Officer submitted his report holding the charges levelled against the Petitioner was proved. A copy of the enquiry report and the enquiry proceeding was sent to the Petitioner by way of show cause notice giving him an opportunity to make representation against the findings of the enquiry report; since the charge levelled against the Petitioner is proved and it was serious in nature, punishment warranted was dismissal from service.

The Disciplinary Authority has gone through the enquiry proceeding and his past record and found that there was no extenuating circumstances to take a lenient view and lastly, the Respondents were constrained to dismiss the Petitioner from service. It is stated that in fact the Petitioner was irregular to his duties and he did not improve his attendance even after issuing charge sheet to him, and after receiving the show cause notice. It is further stated that the punishment imposed on the Petitioner is justified and legal and as such the claim petition is liable to be dismissed in limini.

4. In view of the memo filed by the Learned Counsel for the Petitioner admitting the validity of the domestic enquiry to be legal and valid, the domestic enquiry conducted in the present case is held as legal and valid vide order dated 7.7.2010.

5. Both the parties have advanced their arguments under Sec.11(A) of the Industrial Disputes Act, 1947, in support of their claim.

6. **In view of the above facts, the points for determination are:**

- I. Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the punishment of dismissal from service to Sri Parvathi Sridhar is legal and justified?
- II. Whether the Petitioner is entitled for reinstatement into service?
- III. If not, to what other relief he is entitled?

7. **Point No. I:** During the course of argument, the Learned Counsel appearing on behalf of the Petitioner submitted that due to illness of his mother and other family problems, the Petitioner could not be able to attend his duty sincerely. Even in his show cause the Petitioner has mentioned the above fact but it has not been considered during the course of the enquiry and on account of absenteeism capital punishment of dismissal from service was imposed on the Petitioner. When the Petitioner has taken a stand that due to his illness, and other family problems he could not be able to attend his duties regularly and remained absent, the authority should have considered his case while imposing punishment. But, without considering any of the explanations of the Petitioner the authority has given capital punishment to the Petitioner when several modes of punishment are enumerated in the company's Standing Orders.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondents submitted that when the Petitioner was a chronic absentee and was found guilty in the charges levelled against him, the punishment imposed by the Respondents' company is legal and proper. When the Petitioner was not sincere in his duty and failed to maintain minimum musters in a year he is not entitled to be reinstated in service.

9. Admittedly, working in the Mines is hazardous and remaining absent is not unusual. In this case, due to his mother's illness and other family problems, the Petitioner could not be able to be regular in his duty. Further, the Petitioner has remained absent in his duties and a proceeding was initiated against him for his absenteeism followed by an enquiry. In the enquiry, the charges levelled against the Petitioner were proved. For this, capital punishment was imposed. After dismissal of service, the Petitioner has become jobless and unable to provide a square meal to his family members. He has already realised his mistake and has taken shelter in the court of Law at the age of 22 years, but he is now aged about 30 years and is searching ways and means to provide bread and butter to his family members. When the Petitioner being an able bodied, young and energetic man has already realised his mistake and is coming forward to work, atleast one chance should be given to him for his reinstatement into service. Admittedly several modes of punishment are enumerated in company's Standing Orders. The Petitioner is a first offender and had started his work under the Respondents. While imposing capital punishment to his employees, the management should think of the condition of the workers as well as his family members. In this case, the punishment imposed by the Respondents for dismissal of service is too harsh. Therefore, it can safely be stated that the action taken by the management in imposing the punishment of dismissal from service to Sri Parvathi Sridhar is not legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point Nos. II & III:** In Point No.I, it has already been discussed that the punishment of dismissal from service to Sri Parvathi Sridhar is not legal and justified. After dismissal of service as stated earlier, when the Petitioner has already realised his mistake and has come to the court with a prayer for reinstatement into service he should be given a chance to serve for his family members. After dismissal of service the Petitioner has become jobless and he being the sole bread earner of his family, is unable to provide a square meal to his family members. In such a circumstances atleast the Petitioner should be given a chance to maintain his livelihood and to work under the Respondents' management. But in this case, the Petitioner has not come to the court soon after his dismissal of service. In the opinion of this Tribunal the Petitioner is not entitled to get all the relief as claimed in his claim petition. But he is only entitled to be given a chance to work in the Respondents' management.

Thus, Point Nos. II & III are answered accordingly.

ORDER

Proceeding No. MMR/PER/D/072/08/6368 dated 16.12.2008 issued by Respondent No.1 is declared as illegal and is hereby set aside. It is ordered that the workman Sri Parvathi Sridhar be taken into service as a fresh employee i.e., Badli filler in Cat.I, on initial basic pay without back wages and continuity of service, subject to medical fitness by the company Medical Board and the workman be kept under probation for a period of two years. The management is also directed to take an undertaking of good behaviour from the workman at the time of his posting.

The Workman can not claim for his posting in the same place, where he was last employed. The workman shall have either to maintain either minimum mandatory 20 musters every month or 190 musters in a year and the management shall have the right to review the work of the workman in every three months. In the event of any short fall of attendance during the period of the three months, the service of the workman will not be terminated and he will be cautioned to improve his performance by issuing him a warning letter. However, in the event of any shortfall of attendance during the two years of service of the workman, he will be terminated from service without any further notice and enquiry. The management shall consider any forced absenteeism on account of Mine accidents/ Natural disasters, taking treatment in the company's hospital, as attendance. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc.. to the workman for appointment afresh.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 12th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 64/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 64/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated : the 13th day of July, 2017**INDUSTRIAL DISPUTE L.C. No. 64/2008****Between :**

Sri Ingu Rajam,
S/o Bheemaiah,
C/o Smt. A. Sarojana,
Advocate, Flat No.G7,
Rajeshwari Gayatri Sadan,
Opp: Badruka Jr. College for Girls,
Kachiguda, Hyderabad

...Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Mandamarri, Adilabad District.
2. The Colliery Manager,
M/s. Singareni Collieries Company Ltd.,
Kasipeta Mine, Mandamarri.
Adilabad District

...Respondents

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates
For the Respondent : Sri S.M. Subhani, Advocate

AWARD

Sri Ingu Rajam who worked as Coal Filler (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for declaring the proceeding No. MMR/PER/D/072/2093 dated 28.5.2003 issued by Respondent No.1 as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition in brief are as follows:

The Petitioner was appointed as badli filler in the year 1978 and later he was promoted as Coal Filler in the year 1981. The Petitioner was regular to his duties till the year 2000. But during the year 2001 the Petitioner's father expired and the Petitioner suffered ill-health and other family problems. While the matters stood thus, charge sheet dated 23.2.2002 was issued to the Petitioner by the Respondents alleging that the Petitioner absented for duty during the year 2001, which amounts to misconduct under company's Standing Order No.25.25. Subsequently, one inquiry was conducted and during the time of the enquiry, the Petitioner was not given any opportunity much less valid in nature to put forth his grievances. Basing on such lopsided enquiry, the Enquiry Officer held the charges as proved and further basing on the erroneous findings of the Enquiry Officer, the Petitioner was dismissed from service vide order No. MMR/PER/D/072/2093 dated 28.5.2003. It is stated that during the course of the enquiry the Petitioner has categorically stated that his inability to perform his duties regularly during the year 2001 was only on account of his ill-health and other family problems. But without considering any of his submissions, the Petitioner was dismissed from service. It is also stated that the action of the Respondents management in dismissing the Petitioner from service is wholly illegal, arbitrary, violative of the principles of natural justice. The Petitioner has rendered about 20 years of continuous service in the Respondents' management. The Petitioner approached the Respondents to consider his case sympathetically, but the management did not pay any heed to it. Therefore, the Petitioner was constrained to approach this Tribunal to declare the impugned order No. MMR/PER/D/072/2093 dated 28.5.2003 issued by the Respondents is illegal and arbitrary and to set aside the same and consequently to direct the Respondents to reinstate the Petitioner into service duly granting all other attendant benefits such as continuity of service, back wages etc..

3. **The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:**

In the counter the Respondents while admitting some of the factual aspects to be true, stated that the Petitioner was appointed in the Respondents' company on 12.3.1978 as Badli Filler and he was regularized as Coal Filler. He was dismissed from service on proved charges of absenteeism, after conducting a detailed domestic enquiry duly following the principles of natural justice. The Petitioner has attended the dates fixed for the enquiry fixed and had fully participated in the enquiry. He was given full, fair and reasonable opportunity to defend himself in the enquiry. The enquiry was conducted purely following the principles of natural justice. It is stated that basing on the evidence adduced before the Enquiry Officer, the Enquiry Officer submitted his report holding the charges levelled against the Petitioner was proved. A copy of the enquiry report and the enquiry proceeding was sent to the Petitioner by way of show cause notice giving him an opportunity to make representation against the findings of the enquiry report; since the charge levelled against the Petitioner is proved and it was serious in nature, punishment warranted was dismissal from service. The Disciplinary Authority has gone through the enquiry proceeding and his past record and found that there was no extenuating circumstances to take a lenient view and lastly, the Respondents were constrained to dismiss the Petitioner from service. It is stated that in fact the Petitioner was irregular to his duties and he did not improve his attendance even after issuing charge sheet to him, and after receiving the show cause notice. It is further stated that the punishment imposed on the Petitioner is justified and legal and as such the claim petition is liable to be dismissed in limini.

4. The domestic enquiry conducted in the present case is held as legal and valid vide order dated 21.12.2011.

5. Both the parties have advanced their arguments under Sec.11(A) of the Industrial Disputes Act, 1947, in support of their claim.

6. **In view of the above facts, the points for determination are:**

- I. Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the punishment of dismissal from service to Sri Ingu Rajam is legal and justified?
- II. Whether the Petitioner is entitled for reinstatement into service?
- III. If not, to what other relief he is entitled?

7. **Point No. I :** During the course of argument, the Learned Counsel appearing on behalf of the Petitioner submitted that due to illness and family problems, the Petitioner could not be able to attend his duty sincerely. Even in his show cause the Petitioner has mentioned the above fact but it has not been considered during the course of the enquiry and on account of absenteeism capital punishment of dismissal from service was imposed on the Petitioner. When the Petitioner has taken a stand that due to his illness, and other family problems he could not be able to attend his duties regularly and remained absent, the authority should have considered his case while imposing punishment. But the authority has not considered any of the submissions of the Petitioner, and has imposed capital punishment to the Petitioner when several modes of punishment are enumerated in the company's Standing Orders.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondents submitted that when the Petitioner was a chronic absentee and was found guilty in the charges levelled against him, the punishment imposed by the Respondents' company is legal and proper. When the Petitioner was not sincere in his duty and failed to maintain minimum musters in a year he is not entitled to be reinstated in service.

9. Admittedly, working in the Mines is hazardous and remaining absent is not unusual. In this case, after the death of the father of the Petitioner, due to his illness and other family problems, the Petitioner could not be able to be regular in his duty, the Petitioner has remained absent in his duties and a proceeding was initiated against him for his absenteeism followed by an enquiry. In the enquiry, the charges levelled against the Petitioner were proved. For this, capital punishment was imposed. After dismissal of service, the Petitioner has become jobless and unable to provide a square meal to his family members. He has already realised his mistake and has taken shelter in the court at the age of 50 years, he is now aged about 59 years and is searching ways and means to provide bread and butter to his family members. The Petitioner being an able bodied and energetic man has already realised his mistake and is coming forward at the age of 50 years to work under the Respondents, and in the mean time 9 (Nine) years have elapsed, maximum the Petitioner can work for one year only. In such a circumstances, atleast one chance should be given to him for reinstatement into service in order to get all his terminal benefits. Admittedly several modes of punishment are enumerated in company's Standing Orders. The Petitioner is a first offender and has worked for about 20 years under the Respondent. While imposing capital punishment to his employees, the management should think of the condition of the workers as well as his family members. In this case, the punishment imposed by the Respondents for dismissal of service is too harsh. Therefore, it can safely be stated that the action taken by the management in imposing the punishment of dismissal from service to Sri Ingu Rajam is not legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point Nos. II & III :** In Point No.I, it has already been discussed that the punishment of dismissal from service to Sri Ingu Rajam is not legal and justified. After dismissal of service as stated earlier, when the Petitioner has already realised his mistake and has come to the court with a prayer for reinstatement into service he should be given a chance to serve for his family members. After dismissal of service the Petitioner has become jobless and he being the sole bread earner of his family, is unable to provide a square meal to his family members. In such a circumstances atleast the Petitioner should be given a chance to maintain his livelihood and to work under the Respondents' management. But in this case, the Petitioner has not come to the court soon after his dismissal of service. In the opinion of this Tribunal the Petitioner is not entitled to get all the relief as claimed in his claim petition. But he is only entitled to be given a chance to work in the Respondents' management.

Thus, Point Nos. II & III are answered accordingly.

ORDER

Proceeding No. MMR/PER/D/072/2093 dated 28.5.2003 issued by Respondent No.1 is declared as illegal and is hereby set aside. It is ordered that the workman Sri Ingu Rajam be taken into service as a fresh employee i.e., Badli filler in Cat.I, on initial basic pay without back wages and continuity of service, subject to medical fitness by the company Medical Board and the workman be kept under probation for a period of three months. The management is also directed to take an undertaking of good behaviour from the workman at the time of his posting.

The Workman can not claim for his posting in the same place, where he was last employed. The workman shall have to maintain either minimum mandatory 20 musters every month or 190 musters during the year and the management shall have the right to review the work of the workman in a month during the period of probation. In the event of any short fall of attendance during the period of review, the service of the workman will not be terminated and he will be cautioned to improve his performance by issuing him a warning letter. In the event of any absence in duty, the management shall consider the forced absenteeism on account of Mine accidents/ Natural disasters, taking treatment in the company's hospital, as attendance. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc.. to the workman for appointment afresh.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 13th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 67/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 67/2007) of the Central Government Industrial Tribunal-cum-

Labour Court, Hyderabad as shown in Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated : the 11th day of July, 2017

INDUSTRIAL DISPUTE L.C. No. 67/2007

Between :

Sri Bathula Venkateshwarlu,
S/o Sathaiah,
C/o Smt. A. Sarojana,
Advocate, Flat No.G7,
Rajeshwari Gayatri Sadan,
Opp: Badruka Jr. College for Girls,
Kachiguda, Hyderabad

...Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Bhupalpally area, Bhupalapally,
Warangal District.
2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
KTK-2 Incline, Bhupalpally,
Warangal District

...Respondents

Appearances :

For the Petitioner : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates
For the Respondent : Sri M.V Hanumantha Rao, Advocate

AWARD

Sri Bathula Venkateshwarlu who worked as Badli Filler (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for declaring the proceeding No. BHP/PER/20-D/3795 dated 5.10.2006 issued by Respondent No.1 as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The averments made in the petition in brief are as follows:

The Petitioner was initially appointed as badli filler on 28.3.1993 and got confirmed as Coal Filler during the year 1994. The Petitioner was regular to his duties till the year 2003. But during the year 2003, the Petitioner suffered illness, hypo pigmented patches and several other ailments apart from other family problems, for which the Petitioner remained absent. While the matters stood thus, one charge sheet dated 19.5.2004 was issued to the Petitioner by the Respondents alleging that the Petitioner absented from duty during the year 2003, which amounts to misconduct under company's Standing Order No.25.25. Subsequently, one inquiry was conducted and during the time of the enquiry, the Petitioner was not given any opportunity much less valid in nature to put forth his grievances. Basing on such lopsided enquiry, the Enquiry Officer held the charges as proved and basing on the erroneous findings of the Enquiry Officer, the Petitioner was dismissed from service vide order No. BHP/PER/20-D/3795 dated 5.10.2006. It is stated that during the course of the enquiry the Petitioner has categorically stated, his inability to perform his duties regularly in the year 2003, was only on account of his ill-health and other family problems. But without considering any of his submissions, the Petitioner was dismissed from service. It is also stated that the action of the Respondents management

in dismissing the Petitioner from service is wholly illegal, arbitrary, violative of the principles of natural justice. The Petitioner has rendered ten years of continuous service in the Respondents' management. The Petitioner approached the Respondents' to consider his case sympathetically, but the management did not pay any heed to it. Therefore, the Petitioner was constrained to approach this Tribunal to declare the impugned order No. BHP/PER/20-D/3795 dated 5.10.2006 issued by the Respondents is illegal and arbitrary and to set aside the same and consequently to direct the Respondents to reinstate the Petitioner into service duly granting all other attendant benefits such as continuity of service, back wages etc.

3. The Respondent filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

In the counter the Respondent while admitting some of the factual aspects to be true, stated that the Petitioner was appointed in the Respondent' company on 28.3.1993 as Badli Filler and his services were regularized as a Coal filler on 1.9.1995. He was dismissed from service on proved charges of absenteeism, after conducting a detailed domestic enquiry duly following the principles of natural justice. The Petitioner has attended the dates fixed for enquiry and had fully participated in the enquiry. He was given full, fair and reasonable opportunity to defend himself in the enquiry. The enquiry was conducted purely following the principles of natural justice. It is stated that basing on the evidence adduced before the Enquiry Officer, the Enquiry Officer submitted his report holding the charges levelled against the Petitioner was proved. A copy of the enquiry report and the enquiry proceeding was sent to the Petitioner by way of show cause notice giving him an opportunity to make representation against the findings of the enquiry report; since the charge levelled against the Petitioner is proved and it was serious in nature, punishment warranted was dismissal from service. The Disciplinary Authority has gone through the enquiry proceeding and his past record and found that there was no extenuating circumstances to take a lenient view and lastly, the Respondent was constrained to dismiss the Petitioner from service. It is stated that in fact the Petitioner was irregular to his duties and he did not improve his attendance even after issuing charge sheet to him, and after receiving the show cause notice. It is further stated that the punishment imposed on the Petitioner is justified and legal and as such the claim petition is liable to be dismissed in limini.

4. In view of the memo filed by the counsel for the Petitioner conceding the validity of the domestic enquiry conducted in the present case, the same is held as legal and valid vide order dated 27.4.2009.

5. Both the parties have advanced their arguments under Sec.11(A) of the Industrial Disputes Act, 1947, in support of their claim.

6. In view of the above facts, the points for determination are:

- I. Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the punishment of dismissal from service to Sri Bathula Venkateshwarlu is legal and justified?
- II. Whether the Petitioner is entitled for reinstatement into service?
- III. If not, to what other relief he is entitled?

7. **Point No.I:** During the course of argument, the Learned Counsel appearing on behalf of the Petitioner submitted that due to ill-health the Petitioner could not be able to attend his duty sincerely in the year 2003. Even in his show cause the Petitioner has mentioned the above fact but it has not been considered during the course of the enquiry and on account of absenteeism capital punishment of dismissal from service was imposed on the Petitioner. When the Petitioner has taken a stand that due to his illness he could not be able to attend his duties regularly and remained absent, the authority should have considered his case while imposing punishment. The authority has not considered any of the submissions of the Petitioner and has given capital punishment to the Petitioner when several modes of punishment are enumerated in the company's Standing Orders.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondent submitted that when the Petitioner was a chronic absentee and was found guilty in the charges levelled against him, the punishment imposed by the Respondent' company is legal and proper. When the Petitioner was not sincere in his duty and failed to maintain minimum musters in a year he is not entitled to be reinstated in service.

9. Admittedly, working in the Mines is hazardous and remaining absent is not unusual. In this case, due to his illness, the Petitioner could not be able to be regular in his duty, the Petitioner has remained absent in his duties and a proceeding was initiated against him for his absenteeism followed by an enquiry. In the enquiry, the charges levelled against the Petitioner were proved. For this, capital punishment was imposed. After dismissal of service, the Petitioner has become jobless and unable to provide a square meal to his family members. He has already realised his mistake and has taken shelter in the court at the age of 37 years, he is now aged about 47 years and is searching ways and means to provide bread and butter to his family members. When the Petitioner being an able bodied and energetic man has already realised his mistake and is coming forward to work under the Respondent, atleast one chance should be given to him for reinstatement into service. Admittedly several modes of punishment are enumerated in company's

Standing Orders. The Petitioner is a first offender and has worked for about 10(ten) years under the Respondent. While imposing capital punishment to his employees, the management should think of the condition of the workers as well as his family members. In this case, the punishment imposed by the Respondent for dismissal of service is too harsh. Therefore, it can safely be stated that the action taken by the management in imposing the punishment of dismissal from service to Sri Bathula Venkateshwarlu is not legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point Nos. II & III :** In Point No.I, it has already been discussed that the punishment of dismissal from service to Sri Bathula Venkateshwarlu is not legal and justified. After dismissal of service as stated earlier, when the Petitioner has already realised his mistake and has come to the court with a prayer for reinstatement into service he should be given a chance to serve for his family members. Further, after dismissal of service the Petitioner has become jobless and he being the sole bread earner of his family, is unable to provide a square meal to his family members. In such a circumstances atleast the Petitioner should be given a chance to maintain his livelihood and to work under the Respondent's management. But in this case, the Petitioner has not come to the court soon after his dismissal of service. In the opinion of this Tribunal the Petitioner is not entitled to get all the relief as claimed in his claim petition. But he is only entitled to be given a chance to work in the Respondent's management.

Thus, Point Nos. II & III are answered accordingly.

ORDER

Proceeding No. BHP/PER/20-D/3795 dated 5.10.2006 issued by Respondent No.1 is declared as illegal and is hereby set aside. It is ordered that the workman Sri Bathula Venkateshwarlu be taken into service as a fresh employee i.e., Badli filler in Cat.I, on initial basic pay without back wages and continuity of service, subject to medical fitness by the company Medical Board and the workman be kept under probation for a period of one year. The management is also directed to take an undertaking of good behaviour from the workman at the time of his posting.

The Workman can not claim for his posting in the same place, where he was last employed. The workman shall have either to maintain either minimum mandatory 20 musters every month or 190 musters in a year and the management shall have the right to review the work of the workman in every three months. In the event of any short fall of attendance during the period of the three months, the service of the workman will not be terminated and he will be cautioned to improve his performance by issuing him a warning letter. However, in the event of any shortfall of attendance during one year of service of the workman, he will be terminated from service without any further notice and enquiry. The management shall consider any forced absenteeism on account of Mine accidents/ Natural disasters, taking treatment in the company's hospital, as attendance. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc.. to the workman for appointment afresh.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 11th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 103/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 103/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated : the 12th day of July, 2017

INDUSTRIAL DISPUTE L.C. No. 103/2009

Between :

Sri Adavala Mallesham,
S/o Late Rajam,
R/o Q.No.T2, 167, Centenary Colony,
Sector, IVR.G.II. Ramagundam,
Kareem Nagar Dist.

...Petitioner

AND

The General Manager,
M/s. Singareni Collieries Company Ltd.,
Kalyani Khani, Mandamarri Area,
Adilabad District

...Respondent

Appearances :

For the Petitioner : M/s. A.K. Jayaprakash Rao, M. Govind & Venkatesh Dixit, Advocates

For the Respondent : M/s. P.A.V.V.S. Sarma & Vijaya Lakshmi Panguluri, Advocates

AWARD

Sri Adavala Mallesham who worked as Badli Filler (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondent M/s. Singareni Collieries Company Ltd., seeking for declaring the proceeding No. MMR/PER/O/072/5443 dated 26.12.2002 issued by the Respondent as illegal, arbitrary and to set aside the same consequently directing the Respondent to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deem fit.

2. The averments made in the petition in brief are as follows:

The Petitioner was appointed on 8.4.2000 as Badli Coal Filler on compassionate appointment. The Petitioner was regular to his duties. While the matters stood thus, charge sheet dated 9.2.2001 was issued to the Petitioner by the Respondent alleging that the Petitioner absented for duty during the year 2000, which amounts to misconduct under company's Standing Order No.25.25. Subsequently, one inquiry was conducted and during the time of the enquiry, the Petitioner was not given any opportunity much less valid in nature to put forth his grievances. Basing on such lopsided enquiry, the Enquiry Officer held the charges as proved and basing on the erroneous findings of the Enquiry Officer, the Petitioner was dismissed from service vide order No. MMR/PER/O/072/5443 dated 26.12.2002. It is stated that during the course of the enquiry the Petitioner has categorically stated that his inability to perform his duties regularly during the year 2000 was only on account of his ill-health and other family problems. But without considering any of his submissions, the Petitioner was dismissed from service. It is also stated that the action of the Respondent management in dismissing the Petitioner from service is wholly illegal, arbitrary, violative of the principles of natural justice. The Petitioner has rendered continuous service in the Respondent's management. The Petitioner approached the Respondent to consider his case sympathetically, but the management did not pay any heed to it. Therefore, the Petitioner was constrained to approach this Tribunal to declare the impugned order No. MMR/PER/O/072/5443 dated

26.12.2002 issued by the Respondent is illegal and arbitrary and to set aside the same and consequently to direct the Respondent to reinstate the Petitioner into service duly granting all other attendant benefits such as continuity of service, back wages etc..

3. The Respondent filed counter denying the averments made in the petition, with the averments in brief which runs as follows:

In the counter the Respondent while admitting some of the factual aspects to be true, stated that the Petitioner was appointed in the Respondent's company on 11.4.2000 as Badli Filler and continued to be in the same designation till his dismissal without regularization of his services. He was dismissed from service on proved charges of absenteeism, after conducting a detailed domestic enquiry duly following the principles of natural justice. The Petitioner has attended the dated fixed for enquiry and had fully participated in the enquiry. He was given full, fair and reasonable opportunity to defend himself in the enquiry. The enquiry was conducted purely following the principles of natural justice. It is stated that basing on the evidence adduced before the Enquiry Officer, the Enquiry Officer submitted his report holding the charges levelled against the Petitioner was proved. A copy of the enquiry report and the enquiry proceeding was sent to the Petitioner by way of show cause notice giving him an opportunity to make representation against the findings of the enquiry report; since the charge levelled against the Petitioner is proved and it was serious in nature, punishment warranted was dismissal from service. The Disciplinary Authority has gone through the enquiry proceeding and his past record and found that there was no extenuating circumstances to take a lenient view and lastly, the Respondent was constrained to dismiss the Petitioner from service. It is stated that in fact the Petitioner was irregular to his duties and he did not improve his attendance even after issuing charge sheet to him, and after receiving the show cause notice. It is further stated that the punishment imposed on the Petitioner is justified and legal and as such the claim petition is liable to be dismissed in limini.

4. The domestic enquiry conducted in the present case is held as legal and valid vide order dated 23.1.2017 as none has challenged the domestic enquiry.

5. Both the parties have advanced their arguments under Sec.11(A) of the Industrial Disputes Act, 1947, in support of their claim.

6. In view of the above facts, the points for determination are:

- I. Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the punishment of dismissal from service to Sri Adavala Malleshham is legal and justified?
- II. Whether the Petitioner is entitled for reinstatement into service?
- III. If not, to what other relief he is entitled?

7. **Point No. I :** During the course of argument, the Learned Counsel appearing on behalf of the Petitioner submitted that due to ill-health the Petitioner could not be able to attend his duty sincerely. Even in his show cause the Petitioner has mentioned the above fact but it has not been considered during the course of the enquiry and on account of absenteeism capital punishment of dismissal from service was imposed on the Petitioner. When the Petitioner has taken a stand that due to his illness he could not be able to attend his duties regularly and remained absent, the authority should have considered his case while imposing punishment. But the authority has not considered any of the submissions of the Petitioner and has given capital punishment to the Petitioner when several modes of punishment are enumerated in the company's Standing Orders.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondent submitted that when the Petitioner was a chronic absentee and was found guilty in the charges levelled against him, the punishment imposed by the Respondent's company is legal and proper. When the Petitioner was not sincere in his duty and failed to maintain minimum musters in a year he is not entitled to be reinstated in service.

9. Admittedly, working in the Mines is hazardous and remaining absent is not unusual. In this case, due to his illness, the Petitioner could not be able to be regular in his duty, the Petitioner has remained absent in his duties and a proceeding was initiated against him for his absenteeism followed by an enquiry. In the enquiry, the charges levelled against the Petitioner were proved. For this, capital punishment was imposed. After dismissal of service, the Petitioner has become jobless and unable to provide a square meal to his family members. He has already realised his mistake and has taken shelter in the court at the age of 26 years, he is now aged about 34 years and is searching ways and means to provide bread and butter to his family members. When the Petitioner being an able bodied and energetic man has already realised his mistake and is coming forward to work under the Respondent, atleast one chance should be given to him for reinstatement into service. Admittedly several modes of punishment are enumerated in company's Standing Orders. The Petitioner is a first offender and has worked for one year under the Respondent. While imposing capital punishment to his employees, the management should think of the condition of the workers as well as his family members. In this case, the punishment imposed by the Respondent for dismissal of service is too harsh.

Therefore, it can safely be stated that the action taken by the management in imposing the punishment of dismissal from service to Sri Adavala Mallesham is not legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point Nos. II & III :** In Point No.I, it has already been discussed that the punishment of dismissal from service to Sri Adavala Mallesham is not legal and justified. After dismissal of service as stated earlier, when the Petitioner has already realised his mistake and has come to the court with a prayer for reinstatement into service he should be given a chance to serve for his family members. After dismissal of service the Petitioner has become jobless and he being the sole bread earner of his family, is unable to provide a square meal to his family members. In such a circumstances atleast the Petitioner should be given a chance to maintain his livelihood and to work under the Respondent' management. But in this case, the Petitioner has not come to the court soon after his dismissal of service. In the opinion of this Tribunal the Petitioner is not entitled to get all the relief as claimed in his claim petition. But he is only entitled to be given a chance to work in the Respondent' management.

Thus, Point Nos. II & III are answered accordingly.

ORDER

Proceeding No. MMR/PER/O/072/5443 dated 26.12.2002 issued by Respondent No.I is declared as illegal and is hereby set aside. It is ordered that the workman Sri Adavala Mallesham be taken into service as a fresh employee i.e., Badli filler in Cat.I, on initial basic pay without back wages and continuity of service, subject to medical fitness by the company Medical Board and the workman be kept under probation for a period of two years. The management is also directed to take an undertaking of good behaviour from the workman at the time of his posting.

The Workman can not claim for his posting in the same place, where he was last employed. The workman shall have either to maintain either minimum mandatory 20 musters every month or 190 musters in a year and the management shall have the right to review the work of the workman in every three months. In the event of any short fall of attendance during the period of the three months, the service of the workman will not be terminated and he will be cautioned to improve his performance by issuing him a warning letter. However, in the event of any shortfall of attendance during the two years of service of the workman, he will be terminated from service without any further notice and enquiry. The management shall consider any forced absenteeism on account of Mine accidents/ Natural disasters, taking treatment in the company's hospital, as attendance. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc.. to the workman for appointment afresh.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 12th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 21 सितम्बर, 2017

का.आ. 2263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सिंगारेनी कोलियरीज कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या एलसी 115/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-22013/01/2017-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 21st September, 2017

S.O. 2263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. LC 115/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure, in the industrial dispute between the management of M/s. Singareni Collieries Company Ltd. and their workmen, received by the Central Government on 22.08.2017.

[No. L-22013/01/2017-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD****Present :** Sri Muralidhar Pradhan, Presiding OfficerDated : the 13th day of July, 2017**INDUSTRIAL DISPUTE L.C. No. 115/2007****Between :**

Late Durgam Durgaiah, S/o Rajam
Died per LRs

1. Durgam Lakshmi, W/o Late Durgam Durgaiah
2. Durgam Sridhar, S/o Late Durgam Durgaiah
3. Durgam Srikanth, S/o Late Durgam Durgaiah
4. Durgam Soundarya, D/o Late Durgam Durgaiah
5. Durgam Swapna, D/o Late Durgam Durgaiah
6. Durgam Sandhya, D/o Late Durgam Durgaiah
7. Durgam Sahithi, D/o Late Durgam Durgaiah

All are R/o H.No.2-61, Andugulapet,
Mandamarri, Adilabad District

...Petitioner

AND

1. The General Manager,
M/s. Singareni Collieries Company Ltd.,
Sreerampur Area, Sreerampur,
Adilabad District.
2. The Superintendent of Mines,
M/s. Singareni Collieries Company Ltd.,
SRP-1 Incline, Sreerampur,
Adilabad District

...Respondents

Appearances :

For Late Durgaiah : M/s. A. Sarojana & K. Vasudeva Reddy, Advocates

For the Respondent : M/s. P.A.V.V.S.Sarma & Vijaya Lakshmi Panguluri, Advocates

AWARD

Late Durgam Durgaiah who worked as Badli Filler (who will be referred to as the workman) had filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents M/s. Singareni Collieries Company Ltd., seeking for declaring the proceeding No. SRP/PER/13.008/5163 dated 1.11.2003 issued by Respondent No.1 as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate Late Durgaiah

into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. **The averments made in the petition in brief are as follows:**

The original Petitioner Late Durgam Durgaiah was appointed in the year 1978 as a Badli Filler and from the date of his appointment he was regular to his duties till the year 2001. It is submitted that the wife of Late Durgaiah expired leaving their children in distress. Due to that, Late Durgaiah suffered mental illness and as such, he could not be regular to his duties during the year 2002. While the matters stood thus, one chargesheet was issued to Late Durgaiah by the Respondents under company's Standing Order No. 25.25 for habitual absenteeism during the year 2002. Subsequently, one inquiry was conducted, and during the time of the enquiry, Late Durgaiah was not given any opportunity much less valid in nature to put forth his grievances. Basing on such lopsided enquiry, the Enquiry Officer held the charges as proved and also basing on the erroneous findings of the Enquiry Officer, Late Durgaiah was dismissed from service vide order No. SRP/PER/13.008/5163 dated 1.11.2003. It is stated that during the course of the enquiry Late Durgaiah has categorically stated about his inability to perform his duties regularly during the year 2002 as it was only on account of his ill-health and other family problems. But without considering any of his submissions, Late Durgaiah was dismissed from service. It is also stated that the action of the Respondents management in dismissing Late Durgaiah from service is wholly illegal, arbitrary, violative of the principles of natural justice. Late Durgaiah had rendered 23 years of continuous service in the Respondents' management. Late Durgaiah approached the Respondents to consider his case sympathetically, but the management did not pay any heed to it. Therefore, Late Durgaiah was constrained to approach this Tribunal to declare the impugned order No.SRP/PER/13.008/5163 dated 1.11.2003 issued by the Respondents is illegal and arbitrary and to set aside the same and consequently to direct the Respondents to reinstate Late Durgaiah into service duly granting all other attendant benefits such as continuity of service, back wages etc.. Unfortunately, during the pendency of the case original Petitioner Late Durgam Durgaiah died on 19.9.2010 leaving behind the present Petitioners who has pursued the case.

3. **The Respondents filed counter denying the averments made in the petition, with the averments in brief which runs as follows:**

In the counter the Respondents while admitting some of the factual aspects to be true, stated that Late Durgaiah was appointed in the Respondents' company as a Badli Filler. He was dismissed from service on proved charges of absenteeism, after conducting a detailed domestic enquiry duly following the principles of natural justice. Late Durgaiah had attended the enquiry on the date fixed and had fully participated in the enquiry. He was given full, fair and reasonable opportunity to defend himself in the enquiry. The enquiry was conducted purely following the principles of natural justice. It is stated that basing on the evidence adduced before the Enquiry Officer, the Enquiry Officer submitted his report holding the charges levelled against Late Durgaiah was proved. A copy of the enquiry report and the enquiry proceeding was sent to Late Durgaiah by way of show cause notice giving him an opportunity to make representation against the findings of the enquiry report; since the charge levelled against Late Durgaiah was proved and it was serious in nature, punishment warranted was dismissal from service. The Disciplinary Authority has gone through the enquiry proceeding and his past record and found that there was no extenuating circumstances to take a lenient view and lastly, the Respondents were constrained to dismiss Late Durgaiah from service. It is stated that in fact Late Durgaiah was irregular to his duties and he did not improve his attendance even after issuing charge sheet to him, and after receiving the show cause notice. It is further stated that the punishment imposed on Late Durgaiah is justified and legal and as such the claim petition is liable to be dismissed in limini.

4. In view of the memo filed by the Learned Counsel for Late Durgaiah not to challenge the validity of the domestic enquiry, the domestic enquiry conducted in the present case is held as legal and valid vide order dated 24.2.2009.

5. Both the parties have advanced their arguments under Sec.11(A) of the Industrial Disputes Act, 1947, in support of their claim.

6. **In view of the above facts, the points for determination are:**

- I. Whether the action of the management of M/s. Singareni Collieries Company Ltd., in imposing the punishment of dismissal from service to Late Durgam Durgaiah is legal and justified?
- II. Whether the Petitioners are entitled for reinstatement into service?
- III. If not, to what other relief they are entitled to?

7. **Point No. I :** During the course of argument, the Learned Counsel appearing on behalf of Late Durgaiah submitted that due to illness and family problems, Late Durgaiah could not be able to attend his duty sincerely. Even in

his show cause Late Durgaiah has mentioned the above fact but it has not been considered during the course of the enquiry and on account of absenteeism capital punishment of dismissal from service was imposed on Late Durgaiah. When Late Durgaiah has taken a stand that due to his illness, and other family problems he could not be able to attend his duties regularly and remained absent, the authority should have considered his case while imposing punishment. The authority has not considered any of the submissions of Late Durgaiah, and has imposed capital punishment to Late Durgaiah when several modes of punishment are enumerated in the company's Standing Orders.

8. On the other hand, the Learned Counsel appearing on behalf of the Respondents submitted that when Late Durgaiah was a chronic absentee and was found guilty in the charges levelled against him, the punishment imposed by the Respondents' company is legal and proper. When Late Durgaiah was not sincere in his duty and failed to maintain minimum musters in a year he is not entitled to be reinstated in service.

9. Admittedly, working in the Mines is hazardous and remaining absent is not unusual. In this case, due to his wife's death, his illness and other family problems, Late Durgaiah could not be able to be regular in his duty, Late Durgaiah has remained absent in his duties and a proceeding was initiated against him for his absenteeism followed by an enquiry. In the enquiry, the charges levelled against Late Durgaiah were proved. For this, capital punishment was imposed. After dismissal of service, Late Durgaiah became jobless and unable to provide a square meal to his family members. He has already realised his mistake and has taken shelter in the court at the age of 49 years. But unfortunately, Late Durgaiah expired on 19.9.2010. His LRs have brought on record. During his life time Late Durgaiah had realised his mistake and was interested to work again under the Respondents. After the death of Late Durgaiah his family members are suffering a lot. Dismissal of service had given a stigma to Late Durgaiah. Admittedly several modes of punishment are enumerated in company's Standing Orders and the management could have imposed lesser punishment. Late Durgaiah was a first offender and has worked for more than 23 years under the Respondent. While imposing capital punishment to his employees, the management should think of the condition of the workers as well as his family members. In this case, the punishment imposed by the Respondents for dismissal of service is too harsh. Therefore, it can safely be stated that the action taken by the management in imposing the punishment of dismissal from service to Sri Durgam Durgaiah is not legal and justified.

Thus, Point No.I is answered accordingly.

10. **Point Nos. II & III :** In Point No.I, it has already been discussed that the punishment of dismissal from service to Sri Durgam Durgaiah is not legal and justified. After dismissal of service as stated earlier, when Late Durgaiah realised his mistake and came to the court with a prayer for his reinstatement into service he should be given a chance to serve for his family members. But, unfortunately, during the pendency of the case Late Durgaiah died. In such a circumstances atleast one of the legal representatives of Late Durgaiah should be given a chance to maintain the family of Late Durgaiah and to work under the Respondents' management. But in this case, Late Durgaiah had not come to the court soon after his dismissal of service and died during the pendency of the case. In the opinion of this Tribunal Late Durgaiah is not entitled to get all the relief as claimed in his claim petition. But one of the Legal representatives of Late Durgaiah namely, Sri Durgam Sridhar, the eldest male member of the family, only is entitled to be given a chance to work in the Respondents' management.

Thus, Point Nos. II & III are answered accordingly.

ORDER

Proceeding No. SRP/PER/13.008/5163 dated 1.11.2003 issued by Respondent No.1 is declared as illegal and is hereby set aside. It is ordered that Sri Durgam Sridhar, one of the legal representatives of Late Durgam Dugaiah be taken into service as a fresh employee i.e., Badli filler in Cat.I, on initial basic pay if he has filled up the eligibility criteria for the post, subject to medical fitness by the company Medical Board and the workman be kept under probation for a period of two years. The management is also directed to take an undertaking of good behaviour from the workman at the time of his posting.

The legal representative of the deceased workman shall have to maintain either minimum mandatory 20 musters every month or 190 musters in a year and the management shall have the right to review the work of the Legal Representative of the deceased workman in every three months. In the event of any short fall of attendance during the period of the three months, the service of the legal representative of the deceased workman will not be terminated and he will be cautioned to improve his performance by issuing him a warning letter. However, in the event of any shortfall of attendance during two years of service of the workman, he will be terminated from service without any further notice and enquiry. The management shall consider any forced absenteeism on account of Mine accidents/ Natural disasters, taking treatment in the company's hospital, as attendance. All other usual terms and conditions of appointment will be applicable i.e., transfer, hours of work, day of rest, holidays etc.. to the workman for appointment afresh.

Award is passed accordingly. Transmit.

Typed to my dictation by Smt. P. Phani Gowri, Personal Assistant and corrected by me on this the 13th day of July, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for Late Durgaiah

NIL

Documents marked for the Respondent

NIL